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SIXTH REPORT
OF THE
INDUSTRIAL COMMISSION
OF COLORADO

DECEMBER 1, 1921

TO

DECEMBER 1, 1922

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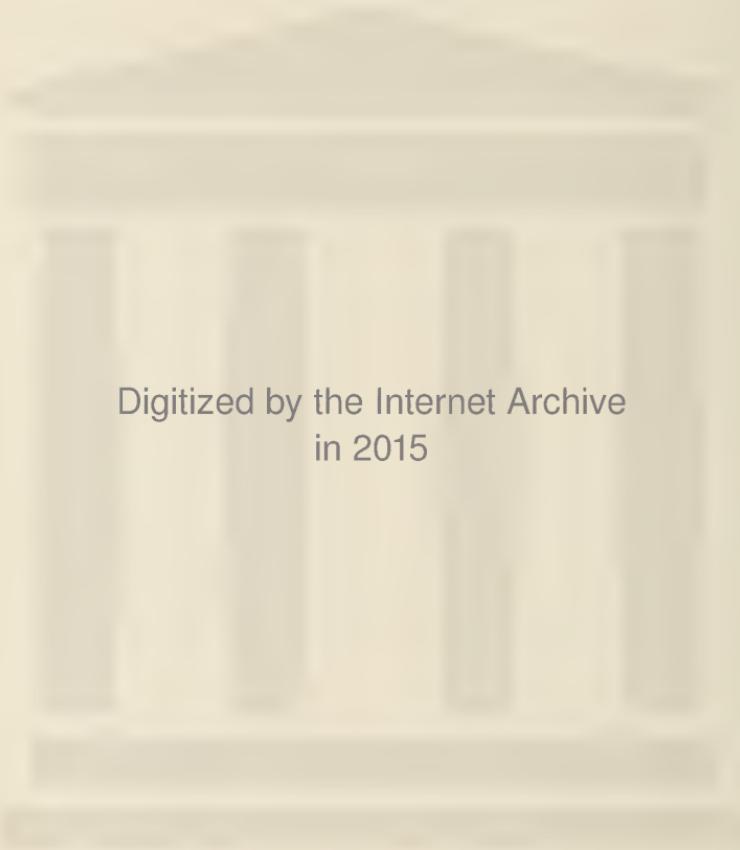
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SIXTH REPORT

OF THE

Industrial Commission of Colorado

DECEMBER 1, 1921

TO

DECEMBER 1, 1922



Administering:

Workmen's Compensation Act

Industrial Relations Act

State Compensation Insurance Fund

Colorado Minimum Wage Law

INDUSTRIAL COMMISSION OF COLORADO

JOSEPH C. BELL

Chairman

WILLIAM I. REILLY

Commissioner

HIRAM E. HILTS

Commissioner

HERBERT E. CURRAN

Secretary

WM. F. MOWRY

Referee and Chief of Claim
Dept.

THOS. P. KEARNEY

Mgr. State Compensation
Ins. Fund

FEAY B. SMITH

Ass't Chief of Claim Dept.

HOWARD W. REDDING

Ass't Mgr. State Compensation
Ins. Fund

WM. R. SHAW

Chief Statistician

GERTRUDE A. LEE

Secy. Minimum Wage Com-
mission

LETTER OF TRANSMITTAL

Office of Industrial Commission of Colorado,
State Capitol, Denver,
Dec. 20, 1922.

TO HIS EXCELLENCY,
THE GOVERNOR OF COLORADO,
State Capitol Building,
Denver, Colorado.

Sir: In accordance with the provisions of law creating the Industrial Commission of Colorado, we have the honor to transmit herewith the report of the acts and proceedings of the Commission for the period from December 1, 1921, to December 1, 1922, all of which is submitted for your consideration.

JOSEPH C. BELL, Chairman,
HIRAM E. HILTS,
WM. I. REILLY,
Commissioners.
H. E. CURRAN, Secretary.

STATEMENT

The Workmen's Compensation Act, the State Compensation Insurance Fund, the Industrial Relations Act, and the Colorado Minimum Wage Law are all administered by the Industrial Commission of Colorado.

During the past year the usual activities of this Commission have been greatly hampered by lack of sufficient appropriation to carry out the work contemplated by the various acts above enumerated. No appropriation whatever was made for administering the Minimum Wage Law, except provision for the salary of the Secretary.

The appropriation for traveling and contingent expenses of the Commission for the biennial period ending November 30, 1922, was such that it was compelled to curtail its usual activities in matters involving industrial investigations and hearings in order that it might retain sufficient money, as nearly as it could estimate, for the administration of the Workmen's Compensation Act. Compensation to orphans, widows and injured employees must have the first consideration of this Commission.

The Commission has also been hampered by lack of the necessary help to do the work in the various departments. Upon the adjournment of the last regular session of the legislature, this Commission, instead of getting an increase in the amount of help to carry on the work of the Department, was compelled to discharge an employe for lack of appropriation.

In other words, notwithstanding the steady increase in the work of the Department, this Department, in the administration of the Workmen's Compensation Act and the Industrial Relations Act, has been compelled to make the best showing possible with a lesser number of employes than it heretofore had.

The Commission has been particularly handicapped by lack of an additional Referee and an additional reporter to hold the hearings necessary in compensation matters, to prepare and send out awards, and to give reasonable consideration to the details of the awards. It has been necessary to take employes from other departments and appoint them as Referees to hear cases, resulting in a tying up of the work of the departments from which said employes were taken. It is impractical and absolutely impossible for one Referee to cover the entire state and give the prompt service that the spirit of the Compensation Law demands.

WORKMEN'S COMPENSATION LAW

The Compensation Law of Colorado has, in the main, proven quite satisfactory, but the Commission realizes that it can be greatly improved in many particulars by distributing its benefits more equitably and by simplifying the method of administration.

The chief aim of any compensation law is speed, and every effort should be made to so simplify the procedure thereunder that benefits will accrue to claimants by the simplest procedure and within the shortest possible time, and the Commission will undoubtedly present to the incoming General Assembly such amendments as it feels under its experience to be proper to attain the above objects and to clarify ambiguities.

This Commission presented to the last regular session of the General Assembly a bill, the most important provisions of which tended to simplify the procedure in compensation cases before this Commission, and to make the law more definite and clear in several particulars. Although the legislature undoubtedly approved of practically all the amendments, yet a controversy arose over two or three provisions affecting the State Compensation Insurance Fund, and the entire bill was defeated by reason of such opposition to one or two sections. The legal questions involved in the discussion before the legislature of these particular sections having now been finally settled by a decision of the Supreme Court, this situation will probably not again arise.

POLICY FORMS

On May 1, 1919, this Commission, under authority of the law then becoming effective, prescribed a standard Colorado form of policy for writing compensation insurance. The Travelers Insurance Company and the Aetna Life Insurance Company disputed the powers of the Commission and the authority of the legislature in granting to the Commission the power to prescribe the form of Workmen's Compensation policy to be used. The issues formed by the controversy that arose finally reached the Supreme Court of this state, which fully sustained in its decision the validity of this law and the power of this Commission.

This controversy has resulted in the holding up of the approval of several hundred agreements between such insurance carriers and the employes of their assured, and it will require considerable litigation, expense and costs to untangle the difficulties resulting from their disobedience of the laws of this state.

WORKMEN'S COMPENSATION INSURANCE PREMIUM INCOME AND LOSSES, COLORADO

The distribution of premium income and losses paid for Workmen's Compensation Insurance in Colorado since the passage of the law in 1915, is shown in the table on page 7, which divides the total business handled into three groups, namely: Stock companies, mutual companies and the State Compensation Insurance Fund.

A decrease of \$157,298.26 in premium income for the year 1921 is to be noted, the stock companies showing a gain while the mutual companies and the State Fund show slight decreases. This decrease as to mutual companies which write principally coal mining risks was, no doubt, due to the decreased payrolls account of a temporary reduction in wages; that as to said Fund it was due principally to a general slump in the metal mining industries in Colorado, and not to a lack of faith by the insuring public in either class of insurance.

An increase of \$92,294.51 in the total losses paid, over and above that incurred in 1921 is also shown, which increase is distributed proportionately between the stock companies, the mutual companies and the State Fund. This appears to be normal, as a result of the increasing number of permanent total and fatal claims filed with the Commission each year.

Figures for the year 1922 (*) are not available at the present time. However, the business of the State Compensation Insurance Fund for the first eleven months is included for comparative purposes.

WORKMEN'S COMPENSATION INSURANCE—PREMIUM INCOME AND LOSSES—COLORADO

PREMIUM INCOME

GROUP	1915	1916	1917	1918	1919	1920	1921	Totals†	1922*
	Premium Income	Premium Income							
Stock Companies	\$ 32,602.56	\$ 475,402.36	\$ 664,049.89	\$ 854,239.28	\$ 818,782.86	\$ 906,639.75	\$ 931,622.93	\$ 4,683,339.63	
Mutual Companies	163,526.58	254,351.63	303,466.36	382,528.75	313,432.55	502,262.10	416,087.25	2,335,655.22	
State Comp. Ins. Fund.....	46,710.00	134,371.41	192,328.45	370,593.75	267,612.12	460,116.11	364,009.52	1,835,741.36	\$327,485.60
Totals.....	\$242,839.14	\$864,125.40	\$1,159,844.70	\$1,607,361.78	\$1,399,827.53	\$1,869,017.96	\$1,711,719.70	\$8,854,736.21	

LOSSES PAID

GROUP	1915	1916	1917	1918	1919	1920	1921	Totals†	1922*
	Losses Paid†	Losses Paid†	Losses Paid†						
Stock Companies	\$128,719.80	\$191,556.57	\$243,915.88	\$294,156.65	\$356,059.22	\$389,800.87	\$1,605,947.01		
Mutual Companies	2,637.46	23,188.98	58,546.16	74,008.02	98,125.51	111,893.71	130,440.08	498,849.92	
State Comp. Ins. Fund.....	2,563.65	28,535.76	42,497.24	51,391.68	86,254.79	128,333.71	168,340.20	507,917.03	\$159,008.40
Totals.....	\$6,939.13	\$180,444.54	\$292,599.97	\$369,315.58	\$478,546.95	\$596,286.64	\$688,581.15	\$2,612,713.96	

* Figures not available for 1922 business. State Fund figures are for eleven months only.

† Losses paid include only actual payments and do not include amounts set aside for reserves to cover incurred liabilities.

‡ Totals for period, August 1, 1915, to December 31, 1921.

SELF-INSURANCE

The Commission in its discretion may grant any employer who has accepted the provisions of the Workmen's Compensation Act permission to be his own insurance carrier for the payment of compensation benefits, and has power to prescribe rules and regulations, terms and conditions upon which such permit shall be granted. Such self-insurance permit is subject to revocation by the Commission at any time.

Employers are required to furnish such guaranty and securities, and to set up such reserves as the Commission may from time to time require. The requirements of the Commission are such as to prevent any question arising as to the liability assumed by the employer under such permit not being fully protected and safe-guarded. The Commission has recently passed a resolution that every self-insurance carrier, in addition to the reserves that are set up to cover losses incurred, be required to set up a minimum contingent reserve of at least \$5,000.00.

In fixing the requirements as to each employer, particular consideration is given by the Commission to the number of employes, the hazards of the risk, the nature of the business, financial standing of the employer, and the amount of employer's property within the state.

The Commission holds the following indemnity bonds, guaranty funds and reserves:

Indemnity Bonds:

Surety Companies	\$310,000.00
All Other Sureties.....	340,000.00
Without Sureties	10,000.00
With Collateral Security	
(Guaranty Fund)	
(U. S. Bonds, \$113,250.00).....	100,000.00

	\$760,000.00

Cash, U. S. Bonds and other securities deposited in lieu of bond.....	140,500.00
U. S. Bonds deposited to provide a catastrophe fund..	28,300.00
Catastrophe Insurance (Lloyds of London)	150,000.00

Reserves to cover incurred losses:

Cash	\$ 4,012.38
U. S. Bonds.....	763,500.00
U. S. Certificates.....	25,000.00
Other Securities	39,500.00

	\$832,012.38

Total of all security held in trust by the Commission to cover incurred losses and to guarantee payment of compensation to become due from self-insurers.

Indemnity Bonds	\$ 760,000.00
Cash	4,012.38
U. S. Bonds (including \$113,250.00 held as collateral to an indemnity bond for \$100,000.00)	1,008,050.00
U. S. Certificates of Indebtedness	25,000.00
War Savings Stamps	1,000.00
Other approved securities	76,000.00
Catastrophy Insurance	150,000.00
	<hr/>
	\$2,024,062.38

Since the Fifth Report (November 30, 1921) the Commission has denied three applications for self-insurancee permits, one self-insurer has withdrawn its election to be subject to the provisions of the Workmen's Compensation Act, and seven self-insurers have taken out policies with insurance carriers.

LIST OF SELF INSURANCE PERMITS EXPIRING
JULY 31, 1923

The American Brake Shoe and Foundry Company.
American Bridge Company.
American Smelting and Refining Company.
American Telephone and Telegraph Company.
The Associated Press.
The Calumet Fuel Company.
Chicago Bridge and Iron Works.
The Colorado Fuel and Iron Company.
The Colorado Portland Cement Company.
The Colorado Supply Company.
The Colorado Springs and Interurban Railway Company.
The Colorado & Utah Coal Company.
The Denver Gas and Electric Light Company.
The Denver Sewer Pipe and Clay Company.
The Denver Tramway Company.
E. I. du Pont de Nemours and Company.
The East Butte Copper Mining Company.
The Empire Zinc Company.
General Electric Company.
The Golden Cycle Mining and Reduction Company.
Griffin Wheel Company.
The Guardian Life Insurance Company of America.
The Hendrie & Bolthoff Manufacturing and Supply Co.
The International Realty Company.
The Juanita Coal and Coke Company.
The Keystone Mining Company.
McPhee & McGinnity.

The Mountain States Telephone and Telegraph Company.
The Myron Stratton Home.
National Biscuit Company.
The National Fuse and Powder Company.
Pacific Fruit Express Company.
The Pike's Peak Consolidated Fuel Company.
The Roeky Mountain Coal and Iron Company.
The Seldomridge Grain Company.
The Standard Bottling Company.
Standard Oil Company (Indiana).
The United Oil Company.
The United States Portland Cement Company.
United States Zinc Company.
Utah Fuel Company.
The Victor-American Fuel Company.
Western Electric Company, Incorporated.
The Western Union Telegraph Company.

MEDICAL PLANS AND EX-MEDICAL PERMITS

Section 51 of the Compensation Act provides: "Every employer shall furnish medical, surgical, nursing and hospital treatment, medical and surgical supplies, crutches and apparatus as may reasonably be needed at the time of the injury, and thereafter during disability, but not exceeding sixty days from the date of the accident and \$200.00 in value, to cure and relieve from the effects of the injury." And also provides that the employer shall insure such liability unless permission is given to such employer by the Industrial Commission to operate under a medical plan. The Commission has full authority to formulate the terms and conditions under which any medical plan may operate and may at any time withdraw its approval of any medical plan, or order any modifications or changes. The Act expressly prohibits the approval of any plan which relieves the employer from the burden of assuming and paying for any part of the medical, surgical and hospital services and supplies required by the Act.

Approved forms of workmen's compensation insurance policies provide for full medical coverage, but may be endorsed to exclude medical, surgical, etc., when issued to employers operating under an approved medical plan evidenced by an "ex-medical permit" issued by the Commission. Policies issued "ex-medical" are written at a reduced or "ex-medical rate."

Nearly all medical plans include an arrangement whereby both the employer and his employes contribute to the total cost of providing service in cases of accidents arising out of and in the course of employment and in cases of accidents and sickness not covered by the Workmen's Compensation Act. The greater number of plans include medical and surgical care for the families of the employes. Every plan must include provisions for prompt and skillful services, by arrangement with a physician or

hospital. Plans differ materially, according to the location of the employer's business, and the conditions surrounding its operation. The greater number of plans provide for a fixed monthly contribution by each employee, which amount is paid to the doctor or hospital, and for which the employee and his family receive the agreed service, and the employer either pays a fixed amount per month per employee for the service required by the Compensation Act, or pays for the service in each individual case on the basis of the medical fee schedule approved by the Commission.

An arrangement including medical and surgical service in cases of accident under the Act and in cases of accident and sickness not under the Act in many instances, by reason of the volume of the practice, justifies a responsible doctor in maintaining an office where it would otherwise be impossible, and the employees receive adequate service at very low rates. The charge to the employees is from sixty-five cents to \$2.25 per month, varying according to the location and the services rendered.

A contract with a doctor or hospital for furnishing the service required by the Compensation Act does not relieve the employer from responsibility for the service.

An insurance policy written "ex-medical" does not constitute insurance under the Act unless the employer has a medical plan approved by the Commission. An employer cannot insure part of his liability.

Since May 1, 1922, the Commission has approved 307 medical plans, the approval in each instance being evidenced by the issuance of an "Ex-medical Permit." All permits issued prior to May 1, 1922, have been canceled.

Ex-medical Permits in effect at this time are divided among the following operations:

Coal Mining	130
Metal Mining and Reduction of Ores	81
Public Utilities	20
Miscellaneous	76

LUMP SUM SETTLEMENTS

It is difficult for injured employees who have received an award of the Commission for compensation under the Act to distinguish between such compensation and a judgment for damages in a suit in court. A great many employees regard the award of the Commission as a judgment for so much and feel that they should receive the money at once; whereas, it is the spirit of the law that they should receive compensation as wages and that it should be paid to them in stated installments (monthly) until the entire amount of the award is paid.

Discretion is granted to the Commission, however, upon certain terms and conditions to grant a lump sum settlement when extraordinary conditions arise and it appears to the Commission to be to the best interests of the parties that such lump sum be granted. One of the conditions imposed is a discount of four per cent on the unmatured amount. The Commission feels that a strong showing must be made to it before it assumes to exercise its discretion against the general theory and spirit of the law.

A total of 126 lump sum applications were acted upon by the Commission during 1922, of which 75 applications were granted, and 51 applications denied.

BENEFICIARIES' TRUST DEPOSITS

The Industrial Commission is given power to provide the manner and method of safe-guarding the compensation payments due any dependent whom it may deem incapable of fully protecting his or her own interests, and under such power the Commission in a number of instances has ordered payments, in whole or in part, to be deposited in savings accounts in the names of such beneficiaries, but subject to the exclusive control of the Commission. Such savings accounts pay the usual four per cent interest and are carefully safe-guarded by adequate bonds. The moneys in such deposits are only withdrawn upon the order of the Commission.

The wisdom of such provision is clearly shown in the case of a little girl of the age now of about thirteen years, who was left an orphan and without any close relatives. The Commission required the deposit of the compensation due her in a savings account and refused to make any payments to distant relatives desiring the custody of the child, for reasons that seemed wise to the Commission. After considerable effort, the Commission finally was able to have the child sent to it and she is now placed in a girls' boarding school on such terms that we feel assured that she will be able to continue her education until the age of eighteen years, and at that time, with the training she is now receiving, she should be well able to take care of and provide for her wants and needs thereafter in a manner fitting an educated, cultured young lady. The child seems to be extremely happy in her new surroundings, and we are hoping for results that will more than justify the action of the Commission.

The total number of such accounts to this date is 146, of which 35 were opened during the fiscal year ending November 30, 1922. Eight accounts were closed during the year. The total amount of funds withdrawn during the year under the Commission's order, 21, amounting to the sum of \$1,225.37. The total deposits in savings banks to the credit of numerous minor dependents on December 1, 1922, amount to \$39,899.54.

STATE COMPENSATION INSURANCE FUND

The volume of compensation premiums written in 1922 in the State of Colorado by all carriers will probably not vary greatly from the volume written in 1921. However, the latter half of this year has shown tendencies which indicate that by 1923 there will be an increase of payrolls in the state with a consequent increase in Workmen's Compensation Insurance premium volume.

The reputation which the State Compensation Insurance Fund has built up in its seven years and more of existence, for complete protection, efficient claim service and reasonable cost, has shown especial results during the past year. Several more of the largest employers of labor in the state have placed their Workmen's Compensation Insurance with the Fund, after a careful investigation of its proposition both from a business and legal standpoint.

The fact that the State Fund is continually writing new and valuable business is indicative of the reputation which it is continually developing throughout the state for ability to handle this form of insurance in an unequaled manner, as the Fund has never been in a position to actively solicit business. The Fund offers a proposition so far superior to that of its competitors, that each year many employers are attracted to it through the gratuitous boosting of the Fund's policyholders.

During the past year the Fund has been working upon a new statistical system for the proper handling of its business, in an effort to determine the losses for each year with relation to the premium income for each year, as well as the losses in each classification, so that it may be in a better position to determine with more accuracy the proper and equitable distribution of cost of insurance among the various employers.

The success which the State Fund has achieved has been largely the result of the efficiency and loyalty of its staff of employes. The position of the Fund in the State Government is unique in that it is the only department of the State Government, not excepting the balance of the Industrial Commission, which has built its reputation in competition with privately owned business. The State Fund has demonstrated the fact that a government agency can give even better service than the majority of privately operated concerns handling the same line of business.

One should not lose sight of the fact, however, that in order to retain its efficiency any concern must, after building up an efficient organization, keep this organization intact if its future performance is going to equal its past. This, of course, can only be done by proper treatment of employes in the form of adequate remuneration and reasonable chances for promotion, based upon the ability of the individual.

Inasmuch as the State Compensation Insurance Fund is merely administered by the State and is not a burden, being on the contrary self-supporting, there would seem to be no just reason why the Fund should not be permitted some flexibility in the matter of its expenses. The present system of naming certain definite positions as well as the maximum salaries for such positions is unnecessarily awkward for a competitive organization. Legislation along these lines can certainly provide safeguards against overloading the expense, as the Fund's ability to compete successfully must always be based upon the fact that it is actually saving its policyholders money by keeping down its cost of operation in comparison with the cost of operation of its competitors.

Last year's report contains mention of the Mandamus Proceedings brought by the Industrial Commission to determine whether the State Treasurer was legally bound to obey the provisions of the Workmen's Compensation Act in his capacity as custodian of the State Compensation Insurance Fund.

On February 20, 1922, the Supreme Court handed down its decision in which in no uncertain terms it interpreted the provisions of the Act as granting to the Industrial Commission the right to determine when and in what manner the funds of the State Compensation Insurance Fund should be invested, in accordance with the provisions of the law. The Supreme Court held that the State Treasurer was merely custodian of the cash and securities turned over to him by the Industrial Commission.

The State Compensation Insurance Fund suffered a loss of principal and interest of \$33,786.07 on account of the State Treasurer's failure to invest certain funds as ordered by the Industrial Commission, which failure was the basis of the Mandamus Proceedings mentioned above. A memorandum showing this loss was prepared by the Fund on March 29, 1922.

On August 16, 1922, proceedings were instituted in the District Court by the Industrial Commission to compel the repayment of this loss by the State Treasurer and his bondsmen. This case is still pending.

The State Fund has been represented without cost in both of these cases by Mr. H. E. Curran, Secretary, and Mr. W. F. Mowry, Referee, of the Industrial Commission. But for their ability and hearty cooperation, it would have been unable to prosecute these matters, as the Fund was not permitted to spend any of its own money to employ counsel.

The fact that it could not possibly have been more ably represented, as indicated by the cleareut decision of the Supreme Court in the Mandamus Proceedings, does not alter the fact that an organization of the financial strength of the State Fund can hardly justify imposing upon men for gratuitous service when these men are not connected with the State Compensation Insurance Fund and are not paid by the Fund, but are giving their full time to other duties connected with the Industrial Comission.

No one can question the truth of the statement that no private organization of the size and importance of the State Compensation Insurance Fund would be expected to operate without some provision for the payment of counsel fees in cases of necessary litigation. This is simply another illustration of the need for flexibility in the method of providing for the payment of necessary expenses incident to the efficient operation of the State Fund.

The assets of the Fund are now more than One and a Quarter Million dollars and the surplus is approximately Five Hundred Thousand dollars. There is probably no insurance organization in the country which has a surplus equal in proportion to its assets to that of the Fund. A considerable impetus should be given to the Fund in a short time by the fact that once the surplus reaches One-Half Million dollars we should be able to distribute a part of the premium income to policyholders which is now being used to build up this surplus.

STATE COMPENSATION INSURANCE FUND

Statement of Income and Disbursements December 1, 1921,
to November 30, 1922.

Income

Premiums Written	\$ 331,313.44
Interest Received	59,913.16
Sale of U. S. Government Victory Bonds.....	99,900.00
Redemption of State of Colorado Bonds (1917 National Defense Bonds)	140,000.00
Redemption of State of Colorado Warrants.....	180,748.44
Redemption of Registered Warrants held for Investment (City, County and School District Warrants).....	8,611.41
 Total Income	\$ 820,486.45
 Due from State Treasurer, Custodian, Nov. 30, 1921.....\$397,121.15	
Premiums Outstanding, Nov. 30, 1921, less net adjustment of public premiums.....	14,699.29
	411,820.44
	 \$1,232,306.89

Disbursements

Compensation and Medical Paid.....	\$ 174,239.31
Dividends Paid Policyholders.....	28,169.71
U. S. Government Bonds Purchased.....	699,542.24
State of Colorado Bonds Purchased.....	1,310.00
State of Colorado Warrants Purchased.....	214,010.69
Registered Warrants held for Investment, (City, County and School District Warrants).....	8,562.09
Expenses of Management.....	23,962.65
 Total Disbursements	\$1,149,796.69

Balance Nov. 30, 1922:

Due from State Treasurer, Custodian.....	\$54,734.12
Unpaid Premiums	27,776.08
	82,510.20
	 \$1,232,306.89

COMMENTS ON FINANCIAL STATEMENT

The items "City, County and School District Warrants" and "Registered Warrants" under "Income," "Disbursements," and "Assets," represent interest bearing warrants received from Counties, Cities, Towns and School Districts in payment of compensation premiums, and held for investment by the Fund until called for payment.

The items under "Income," "Disbursements," and "Assets," referring to State of Colorado warrants show State of Colorado

STATE COMPENSATION INSURANCE FUND

Statement of Admitted Assets and Liabilities as of
November 30, 1922.

Bonds:	Assets	Market Value Nov. 30, 1922
State of Colorado:		
\$ 1,100.00 Series 1909, 3 %.....	\$ 1,001.00	
400.00 Series 1910, 3 %.....	300.00	
78,800.00 Series 1914, 4 %.....	76,042.00	
65,000.00 Series 1917, 4 1/2 %.....	64,350.00	
U. S. Government:		
\$315,000.00 Second Liberty Loan, 4 1/4 %.....	308,007.00	
123,200.00 Third Liberty Loan, 4 1/4 %.....	121,154.88	
572,900.00 Fourth Liberty Loan, 4 1/4 %.....	561,671.16	
50.00 Victory Loan, 4 3/4 %.....	50.00	
87,500.00 1947-52 Treasury Bonds, 4 1/4 %....	86,940.00	
		\$1,219,516.04
State of Colorado Warrants.....	\$ 55,696.98	
Registered Warrants (County, City, Town, School District, etc.)	6,232.53	
Total Invested Assets.....		\$1,281,445.55
Due from State Treasurer, Custodian.....		54,734.12
Interest Accrued.....		8,026.96
Unpaid Premiums less Private Premiums Outstanding more than 90 Days (\$3,628.06).....		24,148.02
Total Admitted Assets.....		\$1,368,354.65
Liabilities		
Reserve for Losses.....		\$824,231.79
Unearned Premiums		59,007.57
Reserve for Dividends.....		22,998.14
Total Liabilities		\$ 906,237.50
Surplus over all Liabilities.....		462,117.15
Total		\$1,368,354.65

salary and expense warrants, bearing 4% interest, actually purchased and redeemed and the net amount on hand.

This is the first year that "Expenses of Management" appears for the full year. It will be noticed that this item represents only about 7% of the premiums written, which is an unusually low expense ratio when compared with the expense ratio of the stock companies which average 35% to 40%.

"Total Admitted Assets," and "Surplus over all Liabilities," the growth of the assets and surplus of the Fund is phenomenal, and represents graphic evidence of its success.

COMPARISONS—YEARS 1919, 1920, 1921, *1922

	1919	1920	1921	*1922
Premiums written	\$267,612.12	\$ 460,116.11	\$ 364,009.52	\$ 327,485.60
Interest earned	28,120.85	36,587.36	44,534.03	54,760.16
Total assets	724,995.18	1,013,477.66	1,180,443.77	1,368,354.65
Invested assets	686,668.99	790,846.00	807,271.64	1,281,445.55
Net surplus	170,644.28	248,403.00	344,146.71	462,117.15
Compensation and Medi- cal paid	86,019.15	127,833.71	168,340.20	159,008.40
Reserve for losses.....	510,918.64	664,042.80	771,632.95	824,231.79
Dividends paid private assured	28,686.08	38,025.20	37,903.99	27,930.43
Dividends paid public assured	7,001.61	2,721.52	36,306.01	158.04

PREMIUM INCOME

1915 (5 months)	\$ 49,758.19
1916	134,371.41
1917	192,328.45
1918	370,593.75
1919	267,612.12
1920	460,116.11
1921	364,009.52
1922 (11 months)	327,485.60

*Note: 1922 figures for first eleven months only, January 1, 1922, to November 30, 1922.

WORKMEN'S COMPENSATION— CLAIM DEPARTMENT

The Compensation Department is responsible for the detail work required in administering the Compensation Law of Colorado. It receives and files all reports required by Law, including first reports of accidents, supplemental reports, physicians' reports, agreements relating to compensation, receipts for compensation payments, claims filed for compensation, final receipts for compensation, lump sum applications, and conducts all hearings relating to compensation claims or agreements.

There have been 96,782 reports of accidents filed since the inception of the Law up to and including November 30, 1922; 24,663 claims for compensation have been filed within the same period of time. This makes an average of 12,500 accidents per year and, approximately, 3,400 claims per year.

Since May 1, 1919, hearings upon all claims have been held by a Referee, whose decision is final, unless a review is sought by either party within the ten days following the Referee's award; in which case the Commission reviews the entire record and in its discretion may take or order the taking of additional testimony and may either affirm the findings and award of the Referee, or may enter new findings and award affirming or reversing the findings and award of the Referee in whole or in part. The Commission may also upon its own motion on the ground of error, mistake or change in conditions review any award and on such review may make such award as the Law may require.

A comparison of the accidents reported for 1922, which were 12,859, as against 13,904 accidents reported in 1921, indicates a slight decrease of accidents for the year; 4,201 claims for compensation were filed in 1922, as against 4,025 such claims in 1921, an increase of 176 claims; 1,316 Referee's awards were entered in 1922, as compared to 1,143 such awards for 1921, an increase of 173 Referee's awards for the year; 428 Commission awards were entered in 1922, as compared to 351 for 1921, an increase of 77 awards for the year; 167 petitions for review were filed in 1922, as against 138 such petitions in 1921, an increase of 29 petitions for the year. Of the petitions filed in 1922, 100 Referee's awards were affirmed by the Commission while 67 were modified or reversed. The total number of all awards issued in 1922, and including lump sum awards, were 1,744 as against 1,494 in 1921, an increase of 250 awards for the current year. Statistics as to

the number of hearings held by the Referee are not available for the years 1920 and 1921 and a portion of 1922. Since July 1, 1922, the total number of hearings noted were 678. This number, however, does not take into account the continuances had following the original hearing. It may safely be assumed that the number of hearings held by the Referee is approximately 120 per month.

A detailed statement prepared by the Statistician covering the work of this department will be found beginning on page 146 of this report.

DECISIONS OF INDUSTRIAL COMMISSION

WORKMEN'S COMPENSATION CLAIM DEPARTMENT

Commencing on page 29 will be found a digest of all cases alphabetically arranged, which have been decided by the Commission from December 1, 1921, to December 1, 1922, and which include all cases appealed from the Commission to the Courts and which were decided by either the District or Supreme Court during the same period of time. Those decisions which involve new or important questions of law or new rulings upon the construction of the law, as well as applications for lump sum settlements indicative of the policy of the Commission as to the granting or denial of lump sum settlements, are indexed under the headings given below. Routine cases not involving any particular question are not indexed. Each case as digested has been given a consecutive number for the purpose of this report only, and the references under the various headings refer to the index number used in this report.

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COMPENSATION AWARDS

A

Index No. 1, Claim No. 22270. Lester Abbey, Claimant, vs. The Western Basket Company, Employer, and The Fidelity and Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained an amputation of the index finger of the right hand at the distal joint. Award, \$60.75, October 11, 1922.

Index No. 2, Claim No. 20560. Eutimio Abelar, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Compensation denied account insufficient evidence as to any actual injury, June 15, 1922.

Index No. 3, Claim No. 20297. Candido Abeyto, Claimant, vs. The Stamey-Mackey Construction Company, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Approval of agreement entered January 16, 1922, through error, withdrawn, and claim set for further hearing. July 24, 1922. Commission award.

Further time to August 15, 1922, in which to present application for review of Referee's award of July 24, 1922, granted August 5, 1922. Commission award.

Commission award of July 24, 1922, affirmed August 25, 1922. Commission award.

Index No. 4, Claim No. 17060. John G. Abston, Deceased; Amelia Abston, Widow, in behalf of herself and Mrs. A. A. Jacoby, Mother. Dependents. Claimants, vs. The Trinidad Auto Garage Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Fatal. Question: Accident arising out of and in the course of employment. The decedent was an auto salesman and he visited a resort in the neighboring town and was shot during a brawl. Upon his way back to town the car overturned and decedent was killed. Held, the decedent was not required to visit this resort. The accident did not arise out of and in the course of his employment. Compensation denied November 14, 1922.

Index No. 5, Claim No. 20402. Andrew Adamchick, Claimant, vs. C. S. Card Iron Works Company, Employer, and Royal Indemnity Company, Insurer, Respondents.

Questions: Wages. Temporary disability. Claimant's wages were \$19.20 per week. Award, \$13.72, April 6, 1922.

Index No. 6, Claim No. 21208. Pietro Adamo, Deceased; Marie Adamo, Widow, in behalf of herself and Minor Children. Dependents. Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, compensation \$3,125.00, funeral \$75.00, May 10, 1922.

Index No. 7, Claim No. 18715. Jacob Adler, Claimant, vs. The State of Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Referee's award of September 28, 1921, affirmed January 11, 1922. Commission award.

Index No. 8, Claim No. 19869. Nick Alagazas, Claimant, vs. Bear Canon Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of allowing claimant to return to his home in Greece granted, \$300.00 forthwith and balance to be forwarded to claimant upon his arrival in Greece, March 27, 1922. Commission award.

Index No. 9, Claim No. 9991. Timothy G. Aldrich, Claimant, vs. Electric Automatic Appliance Company, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Temporary disability. Claimant's permanent disability could not be determined at the time of hearing. Award, \$10.00 per week until September 5, 1922. Further hearing ordered; April 8, 1922.

Permanent partial disability. Claimant sustained a 90% loss of use of the right leg measured at the hip. This disability became fixed as of February 24, 1922. Award, \$7.50 per week from May 7, 1919, to February 24, 1922, and 183.6 weeks additional compensation on account of permanent disability, November 18, 1922.

Index No. 10, Claim No. 22649. Dayton Alexander, Claimant vs. Trinidad Electric Trans. Ry. & Gas Co., Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution, November 4, 1922.

Index No. 11, Claim No. 20728. Mrs. Julia Allbritten, Claimant, vs. The Hoyle Millinery Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Temporary disability. Award, \$61.43, September 2, 1922.

Index No. 12, Claim No. 16760. L. B. Allen, Claimant, vs. The Orr Foundry Company, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Supplemental award. Under award of May 27, 1921, respondents were ordered to pay \$780.00 for a 75% loss of vision of right eye. November 29, 1921, respondents filed a petition for modification of said award on grounds that claimant had at that time sustained no practical loss of vision as a result of his accident of January 27, 1921. Held: Condition of claimant's right eye is not due to the accident. He has received compensation for the period of temporary total disability and beyond the time he returned to work. Claim for further compensation denied. Award of May 27, 1921 modified to the extent that no further payments are required after this date, January 23, 1922.

Index No. 13, Claim No. 11193. George Amato, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$218.57, April 3, 1922.

Index No. 14, Claim No. 15188. Henry B. Ament, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability, facial disfigurement. Award, \$7.15 for temporary disability and \$65.00 for facial disfigurement, October 11, 1922.

Index No. 15, Claim No. 18711. Phillip Amis, Claimant, vs. John T. Glazier, Employer, Respondent.

Questions: Board and lodging as wages. Reduced earning capacity. Employer not insured. Claimant's wages were \$2.00 a day and board and lodging, which is held to be the equivalent of \$18.00 per week. Award, compensation for three and six-sevenths weeks at \$12.50 per week, being \$9.00 per week increased by 50% or \$52.07, January 4, 1922.

Further hearing ordered March 2, 1922, for the purpose of receiving additional testimony. February 10, 1922. Commission award.

Held: The employer by the act of inquiring as to the rate of compensation payments, and by making payments at the rate he understood the law allowed has elected to come within the law and cannot avail himself of the defense that he was an employer of farm and ranch labor. Award, \$130.65. Attorney's fees allowed \$18.59. This award ordered substituted in lieu of Referee's award of January 4, 1922, April 12, 1922. Commission award.

Index No. 16, Claim No. 23127. Laura Amsbury, Claimant, vs. The Denver Sanitary Laundry, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$27.85, November 4, 1922.

Index No. 17, Claim No. 5451. Frank Anderson, Claimant, vs. The Crested Butte Anthracite Mining Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant claimed permanent partial disability. This was not supported by the evidence and he failed to appear at the last hearing. Claim denied May 22, 1922.

Index No. 18, Claim No. 19377. John A. Anderson, Claimant, vs. The Palisade Coal and Supply Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$10.00, July 21, 1922.

Index No. 19, Claim No. 13819. Richard R. Anderson, Deceased; Maud Dollie Anderson, Widow, Defendant, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation denied for lack of prosecution, January 23, 1922.

Index No. 20, Claim No. 16476. Walter T. Andrew, Claimant, vs. Ben Crezler, Employer, Respondent.

Question: Employer not insured. Claimant was disabled at date of hearing. Award, \$10.00 per week so long as the claimant is totally disabled, increased 50% as provided by Section 27, Workmen's Compensation Act, Medical \$300.00, April 25, 1921.

Further hearing ordered June 28, 1921. Commission award June 17, 1921.

Claimant sustained a 10% total disability. Award, for temporary disability \$250.71, permanent disability \$1,251.90, November 9, 1921. Commission award.

Commission award affirmed by the District Court, City and County of Denver, October 18, 1922.

Index No. 21, Claim No. 18395. Eugene Plum Andrews, Claimant, vs. H. W. Moore & Company, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Question: Physicians claim for medical attention. Award, \$80.00, March 10, 1922.

Index No. 22, Claim No. 19228. Lewis Angel, Claimant, vs. University of Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Claimant's permanent disability could not be determined at the time of hearing. Award, \$10.00 per week during disability, April 8, 1922.

Supplemental award. Claim for further compensation dismissed and denied for lack of prosecution, September 12, 1922.

Index No. 23, Claim No. 18424. William H. Angell, Claimant, vs. P. F. Fisher, Employer, and Southern Surety Company, Insurer, Respondents.

Question: Failure of employee to report accident. Held: Claimant was entitled to compensation from September 14, 1920, to June 1, 1921, but that the right thereto is forfeited by reason of claimant's failure to report his accident to his employer. Compensation denied January 12, 1922.

Claim for compensation denied for lack of sufficient proof. This award ordered substituted for the Referee's award of January 12, 1922, March 3, 1922. Commission award.

Further hearing ordered April 26, 1922, for the purpose of receiving additional testimony, April 8, 1922. Commission award.

Held: Claimant did not sustain an additional injury and his condition did not arise from an accident. Compensation denied June 10, 1922. Commission award.

Claimant's motion for review was denied as it was not filed within the proper time and because it did not state sufficient grounds to entitle the claimant to further relief, July 26, 1922. Commission award.

Index No. 24, Claim No. 12037. John Anglos, Deceased, Anna Anglos and Jabio Anglos, Sisters, Dependents, Claimants, vs. The Moffat Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Award, \$520.83 being 50% of maximum compensation for total dependency reduced to one-third as required by law. Attorney's fees allowed \$50.00, April 27, 1922. Commission award.

Index No. 25, Claim No. 21064. Rocco Anita, Claimant, vs. Larsen Heating, Plumbing and Electrical Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Question: Inhalation of steam as accident. Claimant sustained an accident caused by the inhalation of steam, resulting in bronchitis. Award, \$38.57, May 2, 1922.

Index No. 26, Claim No. 21605. Alex Antior, Claimant, vs. Pittsburgh Plate Glass Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Protruding fistula from strain as an accident. Held: Claimant's condition was not the result of an accident, but a continuous strain. Compensation denied November 10, 1922.

Index No. 27, Claim No. 15946. John Antonelli, Deceased; Maria Antonelli, in behalf of herself and Egidio Antonelli, Mollie Antonelli, Azalia Antonelli, Violet Antonelli, Harvey Antonelli, Edwin Antonelli, and Alfred Antonelli. Miro Children Dependents' Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement denied March 27, 1922. Commission award.

Application for lump sum settlement for the purpose of paying mortgage against real estate, granted in the sum of \$2,141.90, July 5, 1922. Commission award.

Index No. 28, Claim No. 19651. John Arch, Claimant, vs. The Boulder Valley Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$8.35 per week so long as the disability shall continue or until otherwise ordered by this Commission, December 8, 1921.

Temporary disability. Further compensation denied. Award, \$58.00, medical, August 22, 1922.

Index No. 29, Claim No. 19078. Ben Archuleta, Claimant, vs. Trinchera Lumber Company, Employer, and Employers' Liability Assurance Corporation, Ltd., Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing an artificial leg granted in the sum of \$250.00, July 29, 1922. Commission award.

Index No. 30, Claim No. 21549. Felipe Argery, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$260.00, June 13, 1922.

Referee's award of June 13, 1922, affirmed July 24, 1922. Commission award.

Index No. 31, Claim No. 19332. George F. Armishaw, Claimant, vs. The Kennicott-Patterson Transfer Company, Employer, and The Travelers Insurance Company, Insurer, Respondents.

Approval of agreement entered October 27, 1921, through error, withdrawn, and claim ordered set for hearing, July 15, 1922. Commission award.

Commission award of July 15, 1922, affirmed August 25, 1922. Commission award.

Index No. 32, Claim No. 22307. Chas. W. Arnold, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained the amputation of the left index finger at the distal joint. Award, \$85.00, November 18, 1922.

Index No. 33, Claim No. 19464. Ray Ashbaugh, Claimant, vs. The Grand River Valley Railway Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a loss of use of the ring finger equivalent to amputation at the distal joint. Award, \$34.29 for temporary disability, \$40.00 for specific disability, July 21, 1922.

Index No. 34, Claim No. 21951. Georgia Ashen, Claimant, vs. The Ideal Laundry Company, Employer, and The State Compensation Insurance Fund, Insurer, Respondents.

Claimant sustained no permanent disability and received compensation during temporary disability. Claim for further compensation denied, October 9, 1922.

Index No. 35, Claim No. 21097. Luis Aspuru, Deceased; Felix Xragui, Father, Josefa Aspuru, Mother, Dependents, Claimants, vs. The Atlas Mining and Milling Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Question: Dependency. The claimants' were two-thirds dependent upon the deceased. Award, \$694.45, being two-thirds of maximum compensation reduced to one-third on account of the dependents being non residents of the United States, November 24, 1922.

Index No. 36, Claim No. 21920. C. Atwood, Claimant, vs. The Pueblo Bridge and Construction Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Questions: Temporary disability. Wages. Wages were \$18.00 per week Award, \$9.00 per week so long as the claimant shall be totally disabled, June 30, 1922.

Index No. 37, Claim No. 22542. Nicholas Auer, Claimant, vs. Corley Coal and Teaming Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Loss of vision. Award, compensation as provided in agreement to August 27 and \$3.00 per week for two weeks and four days on account of loss in wages. Further hearing ordered to determine claimant's right to further compensation, November 4, 1922.

Index No. 38, Claim No. 14200. Tingley Russell Avery, Deceased; Edna May Avery, Widow, in behalf of herself and Helen V. Avery and Vera A. Avery, Minor Children, Dependents, Claimants, vs. George W. Gilmore, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Supplemental award: Widow's right to compensation terminated by remarriage, unpaid compensation survives to minor dependents, March 17, 1922.

Supplemental award: Compensation of minor dependent ordered deposited with trustee. Award, \$20.00 per month ordered paid to the mother for use of the minor dependents, \$23.40 deposited with the Home Savings and Trust Company in a savings account for the minor dependents share and share alike, June 3, 1922.

Application for additional monthly allowance, denied September 18, 1922. Commission award.

Index No. 39, Claim No. 7052. Ben Azavewiez, Claimant, vs. Victor American Fuel Company, Employer, and Travelers Insurance Company, Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution, December 6, 1921.

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Index No. 40, Claim No. 22268. Nick Babich, Claimant, vs. Ed. H. Honnen, Employer, and Standard Accident Insurance Company, Insurer, Respondents.

Supplemental award. The claimant was totally disabled at the time of hearing. Award, compensation ordered paid as provided by agreement approved July 27, 1922, during disability, August 26, 1922.

Supplemental award: temporary disability, payment of compensation to November 26 ordered as provided by agreement, November 22, 1922.

Index No. 41, Claim No. 22825. Juan Baca, Claimant, vs. J. V. Stryker, Employer, and Standard Accident Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$41.78, November 29, 1922.

Index No. 42, Claim No. 21840. Sam Baca, Claimant, vs. American Smelting and Refining Company, Employer, Self-Insurer, Respondent.

Questions: Loss of vision. Loss of hearing. Claimant sustained a 30% loss of vision in the left eye; 10% loss of hearing in the right ear; and 25% loss of hearing in the left ear. Award, \$434.50, October 9, 1922.

Index No. 43, Claim No. 21429. Elmer Bachman, Claimant, vs. George Tatro and James H. Andrews, Employers, Respondents.

Questions: Permanent partial disability. Employer not insured. Claimant sustained an amputation of the index finger of the right hand at the second joint. Award, \$130.00 increased 50% by reason of the employers' failure to insure, or \$195.00, July 1, 1922.

Referee's award of July 1, 1922, affirmed July 28, 1922. Commission award.

Referee's award of July 1, 1922, affirmed November 8, 1922. Commission award.

Index No. 44, Claim No. 9110. John Bachman, Deceased; His Widow, in behalf of herself and Sva Backman and Ragnar Bachman, Minor Children, Dependents, Claimants, vs. The Iowa Tiger Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Compensation of minor dependent terminated by reason of said minor reaching the age of eighteen years, January 11, 1922.

Index No. 45, Claim No. 22100. Thomas Bailey, Deceased; John C. Bailey, Father, Dependent, Claimant, vs. The Cresson Consolidated Gold Mining Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Fatal. Question: Dependency. The father is found to be 90% dependent. Award, compensation \$2,812.50, funeral \$75.00, October 23, 1922.

Index No. 46, Claim No. 23262. George Baird, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$7.14, November 15, 1922.

Index No. 47, Claim No. 20725. Lawrence Baker, Claimant, vs. Pittsburgh Plate Glass Company, Employer, and American Mutual Liability Insurance Company of Boston, Massachusetts, Insurer, Respondents.

Questions: Temporary disability. Employer not insured. Award, \$150.00 increased 50% by reason of respondent employer failing to insure, or \$225.00. Attorney's fees allowed \$35.00, May 6, 1922.

Index No. 48, Claim No. 18414. A. E. Ball, Claimant, vs. The Greeley Poudre Irrigation District, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability. Award, compensation at \$10.00 per week from October 14 to December 1, 1921, May 9, 1922.

Index No. 49, Claim No. 10695. Christian Ballet, Claimant, vs. Denver Public Warehouse Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 90% loss of use of the left leg at the knee. Award, \$1,251.00, January 16, 1922.

Held: Claimant sustained a 33 1/2% permanent total disability. His expectancy was 11.68 years. Award, \$2,031.20, less compensation heretofore paid. This award ordered substituted in lieu of Referee's award of January 16, 1922, March 27, 1922. Commission award.

Index No. 50, Claim No. 19887. Peter Ballis, Claimant, vs. Canon Range Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 10% loss of use of the right foot at the ankle. Award, \$6.55 per week from September 23, 1921, to October 2, 1922, and 10.4 weeks for permanent partial disability, November 3, 1922.

Index No. 51, Claim No. 12333. James Lynn Barbee, Deceased; Bertha A. Barbee, Widow, in behalf of herself and Forrest Barbee, Son, and Helen Barbee, Daughter, Dependents. Claimants, vs. Colorado Chemical & Manufacturing Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Application for lump sum settlement denied February 4, 1922. Commission award.

Index No. 52, Claim No. 20918. Robert Barclay, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Claimant was totally disabled at time of hearing. Award, \$8.00 per week as provided by agreement, during temporary total disability, July 21, 1922.

Index No. 53, Claim No. 15995. R. W. Bare, Claimant, vs. The Holly Sugar Corporation, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a 20% loss of use of the index, middle and ring fingers of the left hand at the proximal joint. Compensation was paid for temporary disability. Award, \$76.00, July 21, 1922.

Index No. 54, Claim No. 18757. D. G. Barnabas, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Temporary disability. Claimant was able to return to work September 20, 1921, and claim for compensation after that date is denied. Further hearing ordered at Canon City to determine permanent disability, if any, January 27, 1922.

Claim for compensation dismissed and denied for lack of prosecution, September 2, 1922.

Index No. 55, Claim No. 22645. C. A. Barnard, Claimant, vs. Fox Coal Mining Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, \$10.00 per week during disability, September 16, 1922.

Index No. 56, Claim No. 20012. George Barnell, Claimant, vs. The Roman Coal Mining Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 5% permanent total disability. His age was thirty-three years. Expectancy 33.21. Award, \$866.06, October 11, 1922.

Further hearing ordered December 12, 1922, for the purpose of receiving additional testimony, November 18, 1922. Commission award.

Index No. 57, Claim No. 15113. J. B. Barnett, Claimant, vs. Holly Sugar Corporation, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, compensation ordered paid as provided by agreement to December 1, 1920, August 26, 1922.

Index No. 58, Claim No. 20164. John M. Barr, Deceased; Robert M. Barr, Father, Dependent, Claimant, vs. The Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Fatal. Question: Dependency. The father of the deceased is found not to be a dependent. Compensation denied July 21, 1922.

Index No. 59, Claim No. 18041. Leland S. Barr, Claimant, vs. Vollmer Brothers, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Question: Appendicitis resulting from accidental strain as an accident. Held: Claimant's disability was caused by appendicitis and there was no connection with the accident. Claim for compensation denied January 6, 1922.

Index No. 60, Claim No. 12807. George Thomas Barrick, Deceased; Rosa B. Barrick, Widow, Claimant, vs. Henry Golightly, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Application for lump sum settlement denied January 5, 1922. Commission award.

Compensation of widow terminated by remarriage and one-half of the balance of compensation due at the time of remarriage ordered paid in one lump sum of \$993.93, June 9, 1922. Commission award.

Index No. 61, Claim No. 20015. George H. Basham, Claimant, vs. Joseph C. Ewing, Employer, and The Employers' Liability Assurance Corporation, Ltd., Insurer, Respondent.

Question: Occupational disease. Claimant, a painter, blistered his hand while painting and while his hands were covered with paint. Held: This was an occupational disease and not compensable. Compensation denied June 13, 1922.

Index No. 62, Claim No. 18934. Charles P. Bazner, Claimant, vs. The Moffat Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of making payment on a home in Oak Creek, Colorado, granted in the sum of \$556.80, June 9, 1922. Commission award.

Index No. 63, Claim No. 19346. Thomas Beard, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$1.43, May 15, 1922.

Index No. 64, Claim No. 16227. J. M. Beattie, Claimant, vs. The Avondale Alfalfa Milling & Elevator Company, Employer, and Southern Surety Company, Insurer, Respondents.

Question: Permanent partial disability. Claimant sustained a permanent partial disability equivalent to 25% permanent total disability. Award, \$2,147.60, December 5, 1921.

Referee's award of December 5, 1921, affirmed February 4, 1922.

Hearing ordered for the purpose of receiving further testimony; payment of compensation ordered continued pending hearing, July 15, 1922. Commission award.

Index No. 65, Claim No. 22896. John Beauchamp, Claimant, vs. R. E. Spencer Lumber Company, Employer, Respondent.

Rejection of Compensation Act. Claim dismissed for lack of jurisdiction as the employer had filed a written election to reject the Act September 22, 1922.

Index No. 66, Claim No. 22226. G. W. Beebe, Claimant, vs. The Industrial Contracting and Building Association, a Corporation, Employer, Respondent.

Question: Temporary disability, respondent employer not insured. Award, \$9.60 per week during disability, increased by 50% by reason of the failure of the respondent employer to insure, or \$14.40 per week, September 9, 1922.

Supplemental award. Compensation ordered paid in the sum of \$104.92. This award ordered substituted in lieu of Referee's award of September 9, 1922, November 18, 1922. Commission award.

Index No. 67, Claim No. 15624. W. F. Behrens, Claimant, vs. C. S. Lambie Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent disability. Compensation was paid in full for temporary disability. Claimant failed to establish that his present condition was due to his injury of October 19, 1920. Further compensation denied April 27, 1922.

Referee's award of April 27, 1922, affirmed June 24, 1922. Commission award.

Index No. 68, Claim No. 18823. Eli Belgain, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claimant's condition did not arise from any accident. Compensation denied December 16, 1921.

Index No. 69, Claim No. 21712. Anna J. Bell, Claimant, vs. School District No. 1, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 75% loss of use of the right hand at the wrist. Award, \$780.00, September 20, 1922.

Index No. 70, Claim No. 18585. Charles Richard Bell, Deceased; Marguerite Bell, Widow in behalf of herself and Marguerite M. Bell and Frances G. Bell, Minor Daughters, Dependents, Claimants, vs. U. S. Portland Cement Company, Employer, Self-Insurer, Respondent.

Fatal. Question: Violation of a safety rule. Award, \$1,562.50 being maximum compensation reduced 50% on account of a violation of a safety rule. funeral \$75.00, November 3, 1922.

Index No. 71, Claim No. 17268. Clifford Edwin Bell, Deceased; George W. Bell, Father, in behalf of himself and America F. Bell, Mother, Babriel Bell and Ida Fern Bell, Minor Children, Dependents, Claimants, vs. The Orman Construction Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Referee's award of December 2, 1921, affirmed February 4, 1922. Commission award.

Index No. 72, Claim No. 23425. Edward P. Bell, Deceased; Ruth Bell, Widow, Dependent, Claimant, vs. State Department of Safety, Colorado Rangers, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Award: \$3,125.00, funeral \$75.00, November 4, 1922.

Index No. 73, Claim No. 21024. Joseph Bellemín, Deceased; Hattie Bellemín, Widow, Dependent, Claimant, vs. McPhee & McGinnity Company, Employer, Self-Insurer, Respondent.

Fatal. Questions: Failure to comply with Rules of Procedure in filing notice of contest. Insurer attempting a secret settlement without the approval of the Commission. Facts: The employer-insurer's notice of contest was not filed in time under Rule V, Rules of Procedure. The employer self-insurer attempted a secret settlement with the widow for the sum of \$2,000.00. Held: The insurer cannot be allowed credit for the \$2,000.00 paid without the knowledge or consent of the Commission. Award, \$3,125.00, funeral \$75.00, July 22, 1922.

Index No. 74, Claim No. 20108. Ralph Benabidez, Claimant, vs. Hayden Brothers Coal Corporation, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Question: Burden of proof. Claimant sustained an accident on his way to work falling while on his way to the wash house to change clothes before going to work. Claimant has not sustained the burden of proof in this claim and is not compensable for an injury sustained while on his way to work. Compensation denied March 27, 1922.

Index No. 75, Claim No. 22246. Charles Bender, Deceased; Elizabeth Henrietta Bender, Widow, in behalf of herself and Minor Children, Dependents, Claimants, vs. Granite Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. The claimants failed to show that the death of the deceased was caused by an accident arising out of and in the course of his employment or that his death was accelerated by any injury. Compensation denied October 28, 1922.

Index No. 76, Claim No. 18788. Edward A. Benlow, Claimant, vs. City and County of Denver, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 20% loss of use of the left leg at the knee. Award, \$278.00, April 8, 1922.

Index No. 77, Claim No. 15610. James T. Bennett, Claimant, vs. Arkansas Valley Railway, Light and Power Company, Employer, and The Fidelity and Casualty Company, Insurer, Respondents.

Question: Injury not sustained in course of employment. Claimant was pushed from a street car while on his way to work. Compensation denied April 7, 1922.

Index No. 78, Claim No. 21869. Thomas Bennett, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Hernia. Claimant's condition was due to a pre-existing hernia and was not caused by the alleged accident. Compensation denied October 13, 1922.

Index No. 79, Claim No. 21568. Edwin Berg, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution and lack of evidence November 18, 1922.

Index No. 80, Claim No. 20992. Alberto Bergon, Deceased; Antonio Flores Bergon, Mother, Dependent, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Question: Dependency. The mother was found to be 50% dependent. Award, \$1,562.50, funeral \$75.00, October 27, 1922.

Index No. 81, Claim No. 21437. Tony Berkley, Claimant, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claim and demand for further compensation dismissed and denied for lack of prosecution November 15, 1922.

Index No. 82, Claim No. 21435. Benjamin C. Bernard, Claimant, vs. Denver Municipal Water Works, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution and lack of evidence November 29, 1922.

Index No. 83, Claim No. 21859. John Berndt, Claimant, vs. B. F. Stauffer, Employer, and State Compensation Insurance Fund, Insurer, Respondents. Temporary disability. Award, \$5.71, July 8, 1922.

Index No. 84, Claim No. 20093. George Berrier, Claimant, vs. The Green Brothers Fruit and Produce Company, Emulover, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, \$10.00 per week up to the amount of \$260.00. Further hearing July 18 to determine permanent disability, June 15, 1922.

Permanent partial disability. Claimant sustained a 50% loss of use of the right hand at the wrist. His disability became fixed November 29, 1921. Award, compensation as provided by agreement to November 29, 1921, and \$520.00 for permanent partial disability, August 19, 1922.

Index No. 85, Claim No. 16804. Joe Berry, Claimant, vs. Lakewood Country Club, Employer, and The Southern Surety Company, Insurer, Respondents.

Hearing was held March 22, 1922, as directed by the order of the District Court of the City and County of Denver. First Division. The Commission finds that the claimant sustained a permanent and serious disfigurement of the face and head. Award, \$60.00, April 19, 1922. Commission award.

Index No. 86, Claim No. 21554. Frank Berta, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution and lack of evidence November 24, 1922.

Index No. 87, Claim No. 14917. Paul Berti, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Supplemental award. Award of June 24, 1921, awarded compensation and found claimant had sustained no permanent disability. A petition for further hearing was filed July 6, 1922. Held: Claimant sustained a 33 1/3% loss of use of the right leg at the knee. Award, \$463.33 additional compensation, September 16, 1922.

Index No. 88, Claim No. 10365. B. H. Biggar, Deceased; Mrs. Josie Biggar, Widow, in behalf of herself and Lois L. Biggar and Nellie F. Biggar Daughters, Dependents, Claimants, vs. Board of County Commissioners of Jefferson County, Colorado, Employer, and The State Compensation Insurance Fund, Insurer, Respondents.

Application for lump sum settlement for the purpose of making improvements on property granted in the sum of \$564.18, February 4, 1922. Commission award.

Index No. 89, Claim No. 15761. Vasilios (Bill) Bilalis, Deceased; Ionis (John) Bilalis and Mina or Marija Bilalis Father and Mother, Dependents, Claimants, vs. The Bear Canon Coal and Coke Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Dependency. The father and mother were five-sixths totally dependent. Award, \$868.05 (being five-sixths of \$3,125.00 reduced to one-third account of claimants being non-residents of the United States), funeral \$75.00. Interpreter's fees allowed \$50.00. Attorney's fees allowed \$100.00, May 22, 1922.

Index No. 90, Claim No. 19268. William Binder, Claimant, vs. Denver Union Stockyards Company, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Permanent partial. Claimant sustained a 5% loss of use of left arm measured at the shoulder and is entitled to compensation paid for temporary disability. Award, \$93.60, May 3, 1922.

Index No. 91, Claim No. 19653. Clarence Black, Claimant, vs. McNeil Coal Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial. Claimant sustained a 50% loss of use of the left arm at the shoulder. Award, \$1,040.00, September 1, 1922.

Index No. 92, Claim No. 19783. J. D. Blanchard, Claimant, vs. The Montezuma Valley Irrigation Company, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Temporary disability. Award, \$27.16, June 24, 1922.

Index No. 93, Claim No. 22204. Frank Blass, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained a 50% loss of vision in the left eye. Award, \$520.00, October 6, 1922.

Index No. 94, Claim No. 17780. John Blatnick, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a 10% loss of use of the left hand at the wrist. Compensation heretofore paid exceeds \$52.00. Further compensation denied April 6, 1922.

Index No. 95, Claim No. 20398. Rudy Edward Blockter, Deceased; Mary Blockter, Mother, Dependent, Claimant vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, attorney's fees allowed \$75.00, June 15, 1922.

Application for lump sum settlement for the purpose of paying indebtedness denied August 15, 1922. Commission award.

Index No. 96, Claim No. 18622. Vince Blondi, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained the amputation of the index and middle fingers of the right hand at the second joint. His temporary disability by reason of other injuries amounted to six weeks. Award, \$265.71, August 30, 1922.

Index No. 97, Claim No. 10472. James Bly, Deceased; Valentina Bly, Widow, in her own right and Bernice Bly Daughter Dependents, Claimants, vs. Oakdale Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, and Lloyds of London, Re-Insurer, Respondents.

Compensation to minor dependent terminated by death. Balance of compensation ordered paid the remaining minor dependents July 24, 1922. Commission award.

Index No. 98, Claim No. 18411. Jake Bohlender, Claimant, vs. The Simpson Pickin Company, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Supplemental award. Questions: Medical and hospital expense. The respondent insurers have heretofore paid medical and hospital expense incurred during the sixty days following claimant's accident. The adjustment and payment of certain medical and hospital expenses as heretofore made is approved. June 24, 1922.

Index No. 99, Claim No. 21100. Alexander Boldine, Claimant, vs. Gates Coal and Lumber Company, Employer, Respondent.

Questions: Temporary disability, employer not insured. Award, \$15.71 increased 50% as provided by Section 27 of the Workmen's Compensation Act or \$23.57, medical not to exceed \$300.00, July 21, 1922.

Referee's award of July 21, 1922, affirmed August 25, 1922. Commission award.

Index No. 100, Claim No. 19064. B. F. Bollen, Claimant, vs. State Board of Stock Inspection Commission, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Payment of wages by employer as admission of liability. Claimant was injured March 16, 1920. He continued his duties to November 20, 1920. His salary was continued for the month of December, 1920. His claim for compensation was filed September 29, 1921. Held: The payment of wages is such a payment of compensation as constitutes an admission of liability and a waiver of the Statute of Limitations. Claimant is 50% totally disabled. His age is 46 years. Expectancy of life 23.8 years. He is entitled to maximum compensation for permanent partial disability. Award, \$2,600.00, June 5, 1922.

Further hearing ordered at Greeley, Colorado, for the purpose of receiving further testimony, July 1, 1922. Commission award.

Further hearing ordered November 29, 1922, for the purpose of receiving additional testimony, November 10, 1922. Commission award.

Index No. 101, Claim No. 21202. Giuseppe Bonato, Deceased; Anna Bonato, Widow, in behalf of herself and El. Bonato and Guido Bonato, Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, May 3, 1922.

Index No. 102, Claim No. 23794. Joseph Boni, Claimant, vs. Thomas Cusack Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Loss of earnings in avocation. Claimant received his salary in full, but is disabled and unable to follow his avocation as a musician, sustaining a loss of \$20.00 per week. Award, \$10.00 per week to January 15, 1923. Further hearing ordered to determine permanent disability January 16, 1923, November 24, 1922.

Index No. 103, Claim No. 18692. D. E. Boone, Claimant, vs. The Marksheff Motor Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a 25% loss of use of the right leg at the hip. Award, \$520.00, May 6, 1922.

Index No. 104, Claim No. 16262. Thomas B. Booth, Claimant, vs. School District No. 27, Adams County, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 15% loss of use of the left leg measured at the ankle. He was temporarily disabled from December 19, 1920, to April 10, 1921. Award, \$156.00, April 8, 1922.

Referee's award of April 8, 1922, affirmed April 25, 1922. Commission award.

Index No. 105, Claim No. 21969. Dr. Alta E. Bordner, Claimant, vs. The Colorado State Hospital, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Medical and hospital fees. Claimant sustained no loss of wages and no permanent disability. Award, medical, surgical and hospital fees during the first sixty days after the accident and not to exceed \$200.00, July 18, 1922.

Index No. 106, Claim No. 19985. Victor Borelli, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$14.29, May 15, 1922.

Index No. 107, Claim No. 20521. George Borstner, Claimant, vs. The Swenson Auto Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Questions: Temporary disability, loss of vision. Award, \$10.00 for temporary disability. Claimant sustained a 5 per cent. loss of vision of right eye. Award, \$52.00, March 24, 1922.

Index No. 108, Claim No. 19984. Pete Bottinelli, Claimant, vs. International Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week so long as disability shall continue. Claim ordered set for further hearing April 8, 1922.

Award, \$5.00 per week beginning December 6, 1921, and continuing so long as the claimant's disability shall continue. This award ordered substituted in lieu of the Referee's award of April 8, 1922, April 22, 1922. Commission award.

Index No. 109, Claim No. 20068. Eugene Edward Bovie, Deceased; Minnie Celia Bovie, Widow, in behalf of herself and Minor Children, Claimant vs Colorado Collieries Company, Employer, and The Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Fatal. Award, \$3,125.00, Funeral \$75.00, March 29, 1922.

Index No. 110, Claim No. 20069. Eugene F. Bovie, Jr., Deceased; Minnie Celia Bovie, Mother, in behalf of herself and Mary Winifred and Minnie Celia Bovie, Minor Sisters of deceased, Dependents, Claimants, vs. Colorado Collieries Company, Employer, and Ocean Accident and Guarantee Company, Insurer, Respondents.

Claimants found to be one-third dependent upon deceased Award, \$1,041.67, funeral \$75.00, October 28, 1922. Commission award.

Index No. 111, Claim No. 18732. J. R. Bowers, Claimant, vs. Herman Darling, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Insurance carrier ordered to pay compensation under agreement from February 17 to March 20, 1922, June 10, 1922.

Index No. 112, Claim No. 19257. Nick Boyas, Claimant, vs. The Tomboy Mines Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$25.00, August 26, 1922.

Index No. 113, Claim No. 19463. John Boyd, Claimant, vs. Eureka Coal Mining Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution April 19, 1922.

Index No. 114, Claim No. 7101. Frederick Brabant, Claimant, vs. The Leyden Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of permitting the claimant to take a course in Barnes Business College granted in the sum of \$288.00, April 8, 1922. Commission award.

Index No. 115, Claim No. 17800. John Bradarich, Claimant, vs. Ibex Mining Company, Employer, and London Guaranty and Accident Company, Ltd., Insurer, Respondents.

Further hearing ordered for the purpose of receiving additional testimony, September 18, 1922. Commission award.

Index No. 116, Claim No. 18563. Mike Braich, Claimant, vs. The Empire Zinc Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$20.00, January 24, 1922.

Index No. 117, Claim No. 9643. John Brautigam, Deceased; Katharine Brautigam, Widow, and George Brautigam, Minor Son, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Supplemental award. Award, \$1,041.66 (being maximum compensation reduced to one-third account claimant's being non residents of the United States), attorney's fees allowed \$125.00, deposition fees \$20.00, September 2, 1922.

Referee's award of March 31, 1921, and September 2, 1922, affirmed. Award of September 2 corrected to award \$1,041.66 instead of \$1,401.66, September 18, 1922. Commission award. Case pending in District Court, City and County of Denver.

Index No. 118, Claim No. 15322. Frank Brecelnik, Claimant, vs. The Temple Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Question: Temporary disability. Reduced earning capacity. Award, 50% of claimant's loss of wages or \$17.50, December 19, 1921.

Index No. 119, Claim No. 19062. N. J. Bretz, Claimant, vs. Feldman & Cassiday, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability and facial disfigurement. Award \$72.86 for temporary disability, \$50.00 for facial disfigurement, January 17, 1922.

Index No. 120, Claim No. 21941. George Brockman, Claimant, vs. The Peak's Peak Consolidated Fuel Company, Employer, Self-Insurer, Respondent.

Facial disfigurement. Award, \$150.00, September 20, 1922.

Further hearing ordered at Colorado Springs for the purpose of receiving the testimony of Dr. A. C. Magruder, November 22, 1922. Commission award.

Index No. 121, Claim No. 21033. Julius Brodhag, Claimant, vs. Denver Sewer Pipe and Clay Company, Employer, Self-Insurer, Respondent.

Condition not the result of an accident. Claimant's condition did not arise as a result of his accident, but as a result of diseased tendons of the wrist. Compensation denied, August 4, 1922.

Index No. 122, Claim No. 19796. Mrs. Hattie E. Bromagem, Claimant, vs. Miss Muffet Shop, Employer, Respondent.

Questions: Temporary disability. Employer not insured. Award, \$137.57, increased 50 per cent. by reason of employer's failure to carry compensation insurance, or \$206.35, April 24, 1922.

Index No. 123, Claim No. 21834. Elton Brooks, Claimant, vs. Western Union Telegraph Company, Employer, Self-Insurer, Respondent.

Settlement with a third party. The claimant made a settlement with the third party for more than compensation would have amounted to. Compensation denied, October 9, 1922.

Index No. 124, Claim No. 17936. Ovid Brough, Claimant, vs. Nil Desperandum Mines Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Agreement for compensation approved in the sum of \$1.43, December 6, 1921.

Index No. 125, Claim No. 22349. B. E. Brown, Claimant, vs. Louise Cartwright, Employer, Respondent.

Questions: Temporary disability. Employer not insured. Award, \$4.29, increased by 50 per cent. as provided by Section 27 of the Compensation Act, or \$6.44, September 22, 1922.

Index No. 126, Claim No. 19447. Charles W. Brown, Claimant, vs. Portland Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$145.71, May 6, 1922.

Index No. 127, Claim No. 20828. H. P. Brown, Claimant, vs. Crested Butte Anthracite Mining Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Claimant was totally disabled at the time of hearing. Award, \$10.00 per week so long as the claimant is totally disabled. Further hearing ordered to determine permanent disability, if any, May 15, 1922.

Index No. 128, Claim No. 20066. Hilliard Brown, Claimant, vs. Colorado Midland Railroad Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$250.00, March 3, 1922.

Further hearing ordered April 20, 1922, for the purpose of receiving additional testimony, April 17, 1922. Commission award.

Award, \$205.00. This award substituted for Referee's award of March 3, 1922, May 26, 1922. Commission award.

Index No. 129, Claim No. 17559. John Brown, Claimant, vs. Birch Sand and Gravel Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained an amputation of the right leg below the knee. Award: Compensation for temporary disability at \$10.00 per week from April 12 to August 30, and \$1,390.00, account amputation of the left leg, April 8, 1922.

Index No. 130, Claim No. 20379. M. J. Brown, Claimant, vs. The Bradford Oil Company, Employer, and The United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week February 12 to March 4, 1922, May 25, 1922.

Index No. 131, Claim No. 20755. Raymond E. Brown, Claimant, vs. City and County of Denver, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Baseball as an accident. Claimant was injured while returning from Golden where he had arranged for a baseball game. Playing baseball is not part of a fireman's duty. The accident did not arise out of and in the course of employment. Compensation denied April 27, 1922.

Index No. 132, Claim No. 22453. Roscoe G. K. Brown, Claimant, vs. New England Electric Manufacturing Company, Employer, Respondent.

Permanent partial disability. Questions: Contract for hire. Failure of employer to insure. Claimant sustained the loss of use of his thumb at the second joint but continued to work. The claimant was furnished shop room charged a reasonable rental and allowed to employ a helper. He worked on a piece basis. Held, the claimant was an employe and not an independent contractor. Award, \$180.00, increased 50 per cent. as provided by Section 27 of the Act, or \$270.00, November 4, 1922.

Index No. 133, Claim No. 16899. William Brown, Claimant, vs. The Champion Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Award, \$5.805 per week so long as the claimant shall live. This award ordered substituted for Referee's award of January 24, 1921, December 19, 1921. Commission award.

Fatal. Supplemental award. Under an award of December 19, 1921, the claimant was granted \$5.805 per week for life. Claimant died March 31, 1922. His death was the proximate result of the accident, the balance which the claimant should have drawn is payable to the widow. Award, \$1,340.96, funeral \$75.00, June 2, 1922.

Index No. 134, Claim No. 19932. Wilmet A. Brown, Claimant, vs. The Colorado Midland Railroad Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$48.57, March 3, 1922.

Index No. 135, Claim No. 16537. Earl W. Bruner, Claimant, vs. E. I. DuPont de Nemours & Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a 25 per cent. loss of use of the left arm measured from the elbow. This became fixed and permanent as of September 13, 1920. Award, \$347.50, beginning September 13, 1920, June 24, 1922.

Index No. 136, Claim No. 20438. Henry Harris Brunner, Deceased; Olive Brown Brunner, Widow, and Ida M. Brunner, Mother, Dependents Claimants, vs. The Golden Cycle Mining and Reduction Company, Employer, Self-Insurer, Respondents.

Fatal. Questions: Mother and widow as co-dependents. In this claim the mother and widow appeared by counsel and requested that compensation be paid to them share and share alike. The mother was only a partial dependent. The widow is conclusively a total dependent. Held: The Referee can voice no discretion and the award must be made to the widow. Award, \$3,125.00, funeral \$75.00, June 24, 1922.

Index No. 137, Claim No. 23034. Jim Bruno, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$204.29, November 18, 1922.

Index No. 138, Claim No. 22403. Charles P. Bryant, Claimant, vs. U. S. Portland Cement Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained an amputation of the thumb at the proximal joint of the middle finger and the metacarpal joint thereof, and a 75 per cent. loss of use of the index finger at the proximal joint. Award, \$710.00, November 3, 1922.

Index No. 139, Claim No. 22033. Chas. F. Buckley, Claimant, vs. Frank M. Downer, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant received full salary during temporary disability. His permanent disability cannot be determined at this time. Further hearing ordered November 14, 1922, July 26, 1922.

Index No. 140, Claim No. 17651. Lawrence E. Burge, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a 75 per cent. loss of use of the left leg at the ankle. Award, \$780.00, April 10, 1922.

Claimant ordered re-examined by a physician of the Commission's selection and a further hearing ordered for the purpose of receiving additional testimony, June 6, 1922. Commission award.

Award, \$622.86 for temporary disability; \$780.00 for permanent partial disability. This award ordered substituted in lieu of the Referee's award of April 10, 1922, August 26, 1922. Commission award.

Commission award of August 26, 1922, affirmed, September 18, 1922. Commission award.

Case pending in District Court, City and County of Denver.

Index No. 141, Claim No. 20410. F. B. Burns, Claimant, vs. Howard Mortuary Company, Employer, Respondent.

Question: Statute of Limitations. Claimant was injured August 7, 1920. Claim was filed January 21, 1922. Claim dismissed and denied for failure to file claim within one year. March 29, 1922.

Index No. 142, Claim No. 20301. James T. Burns, Claimant, vs. The Smuggler Union Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Accidental injury. Claimant had severe pains in his feet after lifting heavy timbers. Claimant had broken arches. There is no evidence that the claimant sustained an accidental injury within the purview of the law. Compensation denied April 8, 1922.

Index No. 143, Claim No. 20674. John C. Burns, Claimant, vs. North Park Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week as provided by agreement from November 7, 1921, to March 1, 1922, July 26, 1922.

Index No. 144, Claim No. 18464. Frank Bush, Claimant, vs. Colorado Springs and Interurban Railway Company, Employer, and State Compensation Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 40 per cent. loss of use of the right leg measured at the knee. Award, \$556.00, May 6, 1922.

Index No. 145, Claim No. 19079. Mattie Bushell, Claimant, vs. Kuner Pickle Company, Employer, and Indemnity Insurance Company of North America, Insurer, Respondents.

Temporary disability. Award, \$50.00, December 5, 1921.

Claim dismissed and denied for lack of prosecution, June 17, 1922.

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Index No. 146, Claim No. 21152. Frank Cafferty, Claimant, vs. Park County, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Claimant was totally disabled at the time of hearing. Award, \$10.00 per week so long as claimant shall be totally disabled, April 27, 1922.

Index No. 147, Claim No. 18717. J. J. Cahill, Claimant, vs. Graham-Jones Motor Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a twenty per cent loss of use of the right leg at the knee and is entitled to compensation in addition to compensation paid for temporary total disability. Award, \$278.00, May 3, 1922.

Index No. 148, Claim No. 19664. Julius D. Cameron, Claimant, vs. Colorado Laundry Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Questions: Temporary disability; Violation of safety rule. Claimant was disabled October 25 to November 20, 1921. Respondents failed to prove violation of safety rule. Award, \$22.80, February 1, 1922.

Index No. 149, Claim No. 20158. Dan Campbell, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Hernia. Award, \$8.00 per week during disability to March 15, 1922; \$50.00 special operating fee provided claimant elects to receive operation; claimant given fifteen days in which to elect, April 13, 1922.

Supplementary award, claim for further compensation dismissed and denied by reason of claimant's failure to elect to receive operation, September 9, 1922.

Index No. 150, Claim No. 18840. J. F. Campbell, Claimant, vs. City of Pueblo, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Claimant was temporarily disabled from June 5 to June 30, 1921. Extent of permanent disability cannot be determined at this time, and further hearing is ordered. Award, \$21.43, February 1, 1922.

Supplemental award: Permanent partial disability. The claimant sustained a ten per cent. loss of use of the right leg at the hip joint. Award, \$208.00, July 26, 1922.

Index No. 151, Claim No. 18314. Roy Campbell, Claimant, vs. The Sherman Auto Company, Employer, and The New Amsterdam Casualty Company, Insurer, Respondents.

Loss of vision. Claimant sustained a five per cent. loss of vision of the left eye. Compensation paid for temporary disability exceeds the specific benefit provided by law. Claim for further compensation denied, January 12, 1922.

Index No. 152, Claim No. 15900. D. F. Canning, Claimant, vs. The Victor American Fuel Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution, December 6, 1921.

Index No. 153, Claim No. 22352. Fred Cantrel, Claimant, vs. J. V. Stryker, Employer, and The Aetna Life Insurance Company, Insurer, Respondents.

Question: Farm labor. Claimant was employed as farm laborer at time of injury and has failed to prosecute his claim. Claim dismissed and denied for lack of jurisdiction and lack of prosecution, October 28, 1922.

Index No. 154, Claim No. 12302. M. Capps, Claimants, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Supplemental award. Permanent partial disability. Claimant sustained a disability equivalent to fifty per cent. of the permanent total disability. His age was fifty-four years, and his expectancy, 18.09 years. Award, \$2,600.00, August 31, 1922.

Index No. 155, Claim No. 5252. John H. Caraghbar, Claimant, vs. The Western Chemical Manufacturing Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing furniture granted in the sum of \$116.68, October 11, 1922. Commission award.

Index No. 156, Claim No. 20720. John Caramouzis, Claimant, vs. The O. K. Coal Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Question: Allowance and distribution of medical and hospital expense. The insurance carrier was negligent in sending a check for medical and hospital expense to the employer for distribution and in not taking into account the services of a special nurse. Held, the special nurse is entitled to his pro rata share. Award, \$15.28 additional special nurse's fee, July 14, 1922.

Index No. 157, Claim No. 19915. John Carlisle, Claimant, vs. The Platte Valley Lumber Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 25 per cent loss of use of the right leg measured at the knee. Award, compensation as provided by agreement to December 28, 1921 and \$347.50 for permanent partial disability, August 18, 1922.

Index No. 158, Claim No. 19044. John Carlson, Claimant, vs. The Niederrhut Carriage Company, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained the amputation of the index, middle and ring fingers of the right hand at the second joint and an injury to the little finger. Award for temporary disability, \$44.29; specific disability, \$334.29, July 26, 1922.

Index No. 159, Claim No. 18662. John Carlson, Claimant, vs. W. N. Wood, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Claim dismissed and denied for lack of prosecution, August 15, 1922.

Index No. 160, Claim No. 19072. A. R. Carr, Claimant, vs. The Colorado Midland Railroad Company, Employer, Self-Insurer, Respondent.

Temporary disability. Claimant was totally disabled at the time of hearing and Referee was unable to determine length of temporary disability. Award, \$10.00 per week so long as the claimant shall be totally disabled, February 28, 1922.

Index No. 161, Claim No. 19172. Nasario Carrillo, Claimant, vs. American Smelting and Refining Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained an eighty-five per cent. loss of vision in the left eye. Award, \$84.00, October 18, 1922.

Index No. 162, Claim No. 16992. Joseph Carroll, Claimant, vs. The Hidden Treasure Mines Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing real estate and paying for an operation, denied, July 24, 1922. Commission award.

Index No. 163, Claim No. 19971. Joseph Carseillo, Claimant, vs. Inland Oil and Refining Company, Employer, and Norwich Union Indemnity Company, Insurer, Respondents.

Loss of vision. Claimant sustained a total loss of vision of the right eye. Award, \$1,040.00, July 29, 1922.

Application for lump sum settlement for the purpose of enabling claimant to return to his home in Flint, Michigan, granted in the sum of \$160.00, August 28, 1922. Commission award.

Index No. 164, Claim No. 8992. Alvin L. Carson, Claimant, vs. Holmes Hardware Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Claim for compensation denied for lack of prosecution, January 23, 1922.

Index No. 165, Claim No. 22142. John Carson, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Temporary disability. Claimant's permanent disability cannot be determined. Award, \$10.00 per week so long as the claimant shall be disabled, October 28, 1922.

Index No. 166, Claim No. 6946. Saul Carson, Deceased; Hattie E. Carson, his Widow, on behalf of herself and Clarence, Joseph, and Bessie May Carson, Minor Children, Dependents, Claimants, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing real estate in Littleton, Colorado, denied, May 26, 1922. Commission award.

Index No. 167, Claim No. 21278. Louis Carter, Jr., Claimant, vs. W. D. Corley, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Claim for further compensation dismissed and denied for lack of prosecution, September 9, 1922.

Index No. 168, Claim No. 19258. William Carter, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim dismissed and denied for lack of prosecution, July 21, 1922.

Index No. 169, Claim No. 11541. Mike Casalo, Claimant vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for the purpose of depositing funds in the bank denied, October 20, 1922. Commission award.

Application for lump sum settlement for the purpose of purchasing real estate in Denver denied, November 22, 1922. Commission award.

Index No. 170, Claim No. 20473. Enrico Caselli, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for the purpose of allowing the claimant to return to his home in Italy granted in the sum of \$1,171.08, \$250.00 to be paid when the claimant is ready to depart, and the balance upon his arrival in Italy, April 3, 1922. Commission award.

Index No. 171, Claim No. 23175. John Castaneda, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claimant was disabled less than ten days. Compensation other than medical and hospital allowance denied, November 18, 1922.

Index No. 172, Claim No. 19791. William J. Castellar, Claimant, vs. Colorado Packing and Provision Company, Employer, and Western Casualty Company, Insurer, Respondents.

Hernia. Question: Failure of employee to notify employers' physician. Held: The employer is not prejudiced by the failure of the employee to notify the employer's physician. Award, \$95.71, medical up to \$200.00, special hernia fee \$50.00. January 27, 1922.

Index No. 173, Claim No. 5906. Luigi Catenacci, Deceased; Marco Catenacci and Elizabeth Catenacci, Father and Mother of the Decedent, Defendants, Claimants, vs. The Victor-American Fuel Company, Employer, and The Travelers Insurance Company, Insurer, Respondents.

Supplemental award: Compensation of dependent mother terminated by death, remaining compensation surviving to the father, March 24, 1922.

Index No. 174, Claim No. 21199. Miguel Caudillo, Deceased; Marianna Caudillo, Widow, Dependent, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral, \$75.00, May 22, 1922.

Index No. 175, Claim No. 19479. William H. Caywood, Claimant, vs. State of Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Questions: Whether claimant was a Federal or a State employee at the time of accident, and the right of the employer to direct the employee as determining who is the employer. Held: The claimant was paid by the State of Colorado, but was under Federal orders at the time of accident. The claimant was an employee of the United States at the time of the accident and his claim for compensation is therefor denied, July 28, 1922.

Index No. 176, Claim No. 19061. John Cerami, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a thirty per cent. permanent total disability. His age was thirty-nine years, expectancy, 28.9 years. Award, \$2,600.00, October 11, 1922.

Index No. 177, Claim No. 12579. John Cernac, Claimant, vs. Liberty Bell Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for lump sum settlement for the purpose of allowing the claimant to engage in business in Pueblo, denied April 10, 1922. Commission award.

Index No. 178, Claim No. 6318. W. E. Chambers, Deceased; Ruth M. Chambers, his Widow, in behalf of herself and Donal W., John Albert, and Lois M. Chambers, Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Award, \$182.28, ordered paid the Sacred Heart Orphanage of Pueblo; further supplemental payments of \$26.04 per calendar month ordered paid the Sacred Heart Orphanage until remainder of compensation due and payable the minor dependents is exhausted. Compensation due the widow is ordered withheld until a further hearing can be had to determine whether the widow has applied the dependents' share of compensation for their use and benefit, February 10, 1922. Commission award.

Index No. 179, Claim No. 19389. Columbine Carl Chase, Deceased; Lillian Chase, Widow, in behalf of herself and Dorothy Francis Chase, Minor Daughter, Dependents, Claimants, vs. L. V. Straight, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Supplemental award: Compensation to widow terminated by remarriage. Posthumous child awarded compensation from date of birth; all compensation moneys ordered deposited with the Home Savings and Trust Company of Denver, as trustee, for the minor children share and share alike, June 6, 1922.

Supplemental award: \$28.40 per month ordered paid to Mrs. Nellie Ellis, Probation Officer of the Juvenile Court, for the use of the minor dependents; \$30.00 ordered paid to Mrs. Hannah Morgan out of moneys held by the Home Savings and Trust Company as Trustee; remainder of compensation due to be paid to the Home Savings and Trust Company of Denver, as Trustee, for the minor dependents as directed by the award of June 6, 1922, July 29, 1922.

Supplemental award, ordering payment to the Clerk of the Juvenile Court of the City and County of Denver, instead of to Mrs. Nellie Ellis, August 19, 1922.

Compensation of minor dependent terminated by death. Balance of compensation ordered deposited for the remaining minor dependents in trust, November 18, 1922.

Index No. 180, Claim No. 22092. I. N. Chatfield, Claimant, vs. The State Board of Agriculture, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Temporary disability. Claimant's permanent disability cannot be determined. Award, \$10.00 per week until further order of this Commission, November 3, 1922.

Index No. 181, Claim No. 18185. Joe Chepirllo, Deceased; Rosa Chepirllo, Widow, Dependent, Claimant, vs. Mutual Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Rule violation. Claimant's failure to timber a dangerous place which had been marked as such was a rule violation. Compensation reduced fifty per cent. The widow has since remarried. Award, compensation from the date of death to the date of the widow's marriage, \$105.00 and one-half of the remaining compensation due in one lump sum, or \$728.45, funeral \$75.00; attorney's fees allowed, \$150.00, June 15, 1922.

Index No. 182, Claim No. 20595. Sam Christo, Claimant, vs. The National Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution, August 18, 1922.

Index No. 183, Claim No. 22261. Sam Chrosmo, Claimant, vs. Peerless Alloy Company, Employer, and General Accident, Fire and Life Corporation, Insurer, Respondents.

Temporary disability. Agreement ordered approved and payment of \$50.00 approved as final, October 9, 1922.

Index No. 184, Claim No. 20716. John Chuba, Claimant, vs. The Huerfano Trading Company, Employer, and The Maryland Casualty Company, Insurer, Respondents.

Claim dismissed and denied for lack of prosecution, July 21, 1922.

Index No. 185, Claim No. 20558. H. F. Church, Claimant, vs. Colorado Fuel and Iron Company, Self-Insurer, Employer, Respondent.

Temporary disability. Claimant was not disabled over ten days. Compensation denied, July 14, 1922.

Index No. 186, Claim No. 22756. Victor Cibello, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained a fifty per cent. loss of vision in the right eye. Award, \$142.86 for temporary disability, \$52.00 for permanent disability, October 27, 1922.

Index No. 187, Claim No. 20205. Frank Cicone, claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$112.86. Further hearing ordered to determine permanent disability, if any, April 6, 1922.

Index No. 188, Claim No. 18881. William Ciclinski, Claimant, vs. The Fort Lupton Coal Company, Employer, Respondent.

Temporary disability. Failure of employer to insure. Award, \$210.00, increased by fifty per cent. account failure to insure, or \$315.00, April 15, 1922.

Index No. 189, Claim No. 21589. Mike Cito, Claimant, vs. The R. Hardesty Manufacturing Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant was totally disabled for eight weeks and sustained the amputation of the index and middle fingers of the right hand at the second joint and of the ring finger at the distal joint. Award, \$39.43 for temporary disability, \$156.00 for specific disability, July 19, 1922.

Referee's award of July 19, 1922, affirmed August 15, 1922. Commission award.

Index No. 190, Claim No. 20581. Bailey Clark, Claimant, vs. Fox Coal Mining Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Question: Reduction of earning capacity. Claimant sustained a loss of \$7.38 per week in his earning capacity. Award, \$3.69 per week from June 12 to September 12, 1922, July 8, 1922.

Index No. 191, Claim No. 21654. Ernest Clark, Claimant, vs. Raymond Packing Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Facial disfigurement. Claimant was not disabled over ten days. Award, \$40.00, July 12, 1922.

Index No. 192, Claim No. 22365. Ernest F. Clark, Claimant, vs. The Newton Lumber Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.

Claimant was disabled less than ten days. Claim for compensation other than medical and hospital benefits denied, November 22, 1922.

Index No. 193, Claim No. 19988. George Clark, Claimant, vs. First National Bank, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability. Compensation was paid to April 1, 1922. Claim for further compensation dismissed and denied for lack of prosecution, July 15, 1922.

Index No. 194, Claim No. 21563. John Clark, Claimant, vs. The Nuckolls Packing Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability, permanent partial disability. Claimant sustained a fifty per cent. loss of use of the thumb at the proximal joint. Award, temporary disability, \$51.43, permanent partial disability, \$175.00, September 22, 1922.

Index No. 195, Claim No. 22769. M. F. Clark, Claimant, vs. Prewitt Operating Committee, Employer, and London Guarantee and Accident Company, Ltd., Insurer, and State Compensation Insurance Fund, Respondents.

Questions: Medical expense. Employer not insured. Claimant was disabled less than ten days. Award, medical, surgical and hospital expense not to exceed \$300.00, November 10, 1922.

Index No. 196, Claim No. 21195. Joseph W. Clarke, Claimant, vs. The Leadville Mine Development Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Snow blindness as accident. Held, snow blindness is not an accident within the meaning of the Workmen's Compensation Act. Compensation denied May 17, 1922.

Index No. 197, Claim No. 20273. Charles Cleland, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Loss of vision, potash burn. Claimant's eye was burned with potash solution. He sustained 10 per cent loss of vision of the right eye and sixteen days disability. Award, \$112.57, May 12, 1922.

Index No. 198, Claim No. 18714. W. L. Clifford, Claimant, vs. Hallack & Howard Lumber Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Application for lump sum settlement for the purpose of improving the claimant's home, granted in the sum of \$296.08, February 16, 1922. Commission award.

Index No. 199, Claim No. 18322. George C. Cochrane, Claimant, vs. The Gem Mining Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

An advancement of \$750.00 in one lump is ordered, and respondents are ordered relieved from further payments to July 14, 1923, January 30, 1922. Commission award.

Index No. 200, Claim No. 19128. Ralph E. Colbert, Claimant, vs. Colorado Springs and Interurban Railway Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a sixty per cent. loss of use of the left arm at the elbow. Award, \$834.00, May 12, 1922.

Index No. 201, Claim No. 22101. Abraham Murray Colgin, Deceased; Annie M. Colgin, Widow, Dependent, Claimant, vs. The Cresson Consolidated Gold Mining and Milling Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral, \$75.00, September 22, 1922.

Supplemental award. Award of September 22, 1922, modified requiring the respondent employer to pay for medical, surgical and hospital relief, October 4, 1922.

Index No. 202, Claim No. 18441. Joe Cole, Claimant, vs. Town of Pagosa Springs, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondent.

Questions: Temporary disability, permanent partial disability. Claimant sustained the amputation of the second and third toes of the right foot on July 13. Award, \$7.14 for temporary disability, \$220.00 for permanent disability, December 19, 1921.

Index No. 203, Claim No. 17536. Andy Collier, Claimant, vs. Royal Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Compensation was paid during temporary disability and the claimant sustained no permanent disability. Claim for further compensation denied October 11, 1922.

Index No. 204, Claim No. 23125. Burt L. Collins, Claimant, vs. City and County of Denver, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a fifty per cent. loss of use of the right leg at the knee. He lost no salary by reason of temporary disability. Award, \$695.00, November 28, 1922.

Index No. 205, Claim No. 22939. Paul Consonari, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim dismissed and denied for lack of prosecution, November 3, 1922.

Index No. 206, Claim No. 18138. Harry Conway, Claimant, vs. William G. Moser, Employer, and Travelers Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing a grocery store in Denver, granted in the sum of \$970.30, March 17, 1922. Commission award.

Index No. 207, Claim No. 23158. Cleo Cook, Claimant, vs. The Big Four Coal and Coke Company, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Question: Wages. Award, \$5.00 per week during disability, November 15, 1922.

Index No. 208, Claim No. 20160. Harold A. Cook, Claimant, vs. Colorado Springs & Interurban Railway Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$122.86, July 15, 1922.

Index No. 209, Claim No. 23078. Lee Cooper, Claimant, vs. A. E. Syes, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week during disability, October 13, 1922.

Index No. 210, Claim No. 882. Celeste Corazzolla, Deceased; Giacomo Corazzolla, Father, and Massenza Corazzolla, Mother, Dependents, Claimants, vs. The C. & G. Lease, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Fatal. Dependents' notice and claim for compensation dismissed and denied for lack of prosecution. Award, funeral, \$100.00, May 31, 1922.

Index No. 211, Claim No. 15746. Latha Cornwell, Claimant, vs. M. C. Broyles, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Supplemental award. Claimant was paid to January 2 under former award and was able to return to work that date. He sustained no permanent disability. Further compensation denied April 27, 1922.

Index No. 212, Claim No. 19778. Andy Cos, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent total disability. Award, \$43.40 per month so long as the claimant shall live and his disability shall be total and permanent, July 18, 1922.

Index No. 213, Claim No. 7474. O. W. Cotton, Deceased; Millie Marks Cotton, his Widow, Dependent, Claimant, vs. The Eagle Ore Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Compensation of widow terminated by death, April 8, 1922.

Index No. 214, Claim No. 3564. Tom Coukas (Athanasios Koukoumpedakis), Deceased; Katherine Koukoumpedakis, Mother, and Stefania Koukoumpedakis, Sister, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Wages did not exceed \$10.00 per week. Award, \$520.84 (being minimum compensation reduced to one-third account dependents being non-residents of the United States), funeral \$75.00. August 15, 1922.

Supplemental award, \$75.00 attorney's fees allowed, September 1, 1922.

Index No. 215, Claim No. 17625. Louis Coven, Claimant, vs. Leyden Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Hernia. Award, \$160.00, December 29, 1921.

Index No. 216, Claim No. 18354. Max Covi, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$55.71. Claim for further compensation denied, April 19, 1922.

Index No. 217, Claim No. 21204. Max Covi, Deceased; Angelica Covi, Widow, in behalf of herself and Emilio Covi, Arthur Covi, Blanche Covi, Lena Covi, and Gina Covi, Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for the purpose of returning to Italy and purchasing real estate there, granted in the sum of \$1,500.00, November 16, 1922. Commission award.

Index No. 218, Claim No. 16806. Clifford C. Cox, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim dismissed and denied for lack of prosecution, December 5, 1921.

Index No. 219, Claim No. 19720. L. S. Cox, Claimant, vs. Jerry Johnson G. M. Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing an artificial limb granted in the sum of \$150.00, June 3, 1922. Commission award.

Index No. 220, Claim No. 17855. Francis J. Crabb, Deceased; Maude M. Crabb, Widow, in behalf of herself and Launcelot Lee Crabb, Minor Son, Dependents, Claimants, vs. Western Electric Company, Employer, Self-Insurer, Respondent.

Application for a lump sum settlement denied, February 10, 1922. Commission award.

Index No. 221, Claim No. 19404. F. R. Cramer, Claimant, vs. W. C. Bailey & Son and The Paoli Farmers' Co-Operative Elevator Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Independent contractor as an employee. Claimant was under contract with one W. C. Bailey and Son and was not an employee of the Paoli Farmers' Co-Operative Elevator Company. Compensation denied, September 14, 1922.

Referee's award of September 14, 1922, affirmed, October 20, 1922. Commission award.

Index No. 222, Claim No. 18869. Harry Craver, Claimant, vs. Western Light and Power Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a ten per cent. loss of use of the left foot at the ankle. Award, \$104.00, July 8, 1922.

Index No. 223, Claim No. 20201. James Crawford, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$51.43, October 11, 1922.

Claim ordered set for further hearing as the claimant was confined in the State Penitentiary and unable to attend the hearing of September 27, 1922, November 27, 1922. Commission award.

Index No. 224, Claim No. 16090. Robert Elwood Crawford, Deceased; Mrs. M. C. Crawford, Mother, and Helen Crawford, Sister, Dependents, Claimants, vs. The M. D. Neusteter Company, Employer, and Continental Casualty Company, Insurer, Respondents.

This claim was remanded by the Supreme Court of Colorado to the District Court of City and County of Denver, and by them to the Industrial Commission on May 19, 1922, for further findings of fact as required by law. Findings, the Commission finds that the claimant's death was the result of an electric shock, but that such shock was not sustained in the course of his employment. The claimant's mother was not dependent upon the claimant, the claimant not having contributed to her support. Compensation denied, August 14, 1922. Commission award.

Commission award of August 14, 1922, affirmed September 1, 1922. Commission award. Commission award affirmed by District Court, Denver, October 9, 1922. Appeal taken to Supreme Court.

Index No. 225, Claim No. 19375. William K. Crawford Deceased; Mary Jane Crawford, Mother, Dependent, Claimant, vs. Crested Butte Anthracite Mining Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Dependent's notice and claim for compensation denied for lack of prosecution, July 26, 1922.

Index No. 226, Claim No. 10349. John Thomas Crist, Deceased; W. C. Crist, Brother, in behalf of Georgia Crist, James Crist, Mary Crist, Mabel Crist, and Ethel Crist, Minor Children, Dependents, Claimants vs. R. W. Morser, doing business under the name of the National Non-Partisan League, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

\$150.00 ordered withdrawn from the savings account of minor dependent for their use and benefit, January 3, 1922. Commission award.

\$86.88 heretofore deposited in trust for the minor dependents ordered paid for their use and benefit, February 10, 1922. Commission award.

In this claim, the widow was overpaid \$277.15 after her remarriage. Held: It is the duty of the insurance carrier to keep fully advised as to the status of dependent. Credit for overpayment denied, balance of compensation ordered paid to the Home Savings and Trust Company of Denver, to the savings account of the minor dependents, share and share alike, April 8, 1922. Commission award.

Index No. 227, Claim No. 18774. F. J. Crosier, Claimant, vs. City of Rocky Ford, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Question: Reduction in wages. Claimant received salary during his disability except for one month, but was forced to pay out \$440.00 for assistance. This plus one month's salary makes \$590.00, total loss in salary. Award, fifty per cent. of the loss in salary, or \$295.00, less \$140.00 compensation heretofore paid, or \$155.00, July 8, 1922.

Index No. 228, Claim No. 11505. Earl A. Crotty, Claimant, vs. The Moffat Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of establishing a cleaning plant, granted in the sum of \$849.57, February 28, 1922. Commission award.

Index No. 229, Claim No. 16430. Ollie Cruthis, Claimant, vs. Big Six Coal Company, Employer, and Continental Casualty Company, Insurer, Respondents.

Permanent total disability. Award, \$10.00 per week so long as the claimant shall live, December 29, 1921.

Application for lump sum settlement for the purpose of purchasing real estate granted in sum of \$3,000.00, and monthly payments ordered continued thereafter at rate of \$28.57 per month, to continue so long as claimant's disability is total and permanent, March 28, 1922.

Commission award of March 28, 1922, affirmed April 17, 1922.

Commission award sustained by the Supreme Court, December 4, 1922, which held, in part: " * * * we are of the opinion that it (the Commission) may, when determining life expectancy in cases of permanent total disability, in application for a lump sum award, of its own volition, and without formal introduction by either party, or by itself, make use of the Colorado expectancy table, or any other 'recognized expectancy tables'."

"If, * * * it is discretionary with the Commission to fix the amount of the lump sum within the maximum, it would seem necessarily to follow that it was also discretionary with the Commission as to the determination of the amount, and the manner of payment of the total sum the claimant is entitled to."

Index No. 230, Claim No. 19222. Anna Culler, Claimant, vs. H. R. Mitchell, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Accident not arising out of and in the course of employment. Claimant was a cook for threshing crew. She fell while opening her window at night after returning to her room. This was not an accident and did not arise out of and in the course of her employment. Compensation denied, May 25, 1922.

Index No. 231, Claim No. 20277. John Cundy, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Approval of agreement withdrawn and claim set for further hearing at Denver, June 5, 1922, May 23, 1922. Commission award.

Question: Ten day waiting period in case of amputation. Claimant was disabled for forty-nine days. Compensation for the amputation of the toe would amount to four weeks. The insurer contends that where temporary disability exceeds specific disability the ten-day waiting period should be allowed in amputation cases. Held, Subdivision E and Subdivision A of Section 73 of the Act must be construed together. Compensation should be paid from the date of amputation and during disability. Award, \$15.00 additional compensation, July 21, 1922. Commission award.

Commission award of July 21, 1922, affirmed, August 25, 1922. Commission award.

Case now pending in District Court, City and County of Denver.

Index No. 232, Claim No. 21020. George E. Cutter, Claimant, vs. State Department of Safety, Colorado Rangers, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution, September 9, 1922.

Index No. 233, Claim No. 7048. William Curtis, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for further compensation denied for lack of prosecution and for lack of evidence, November 15, 1922.

Index No. 234, Claim No. 20361. John W. Custer, Claimant, vs. Ajax Mine Leasing Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Claimant's disability did not exceed ten days. Compensation denied May 6, 1922.

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Index No. 235, Claim No. 21428. Joe Dachoff, Claimant, vs. The Grand Junction Mining and Fuel Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Claimant was disabled less than ten days and sustained no permanent injury. Compensation denied July 22, 1922.

Further hearing ordered October 3, 1922, for the purpose of receiving additional testimony, September 9, 1922. Commission award.

Supplemental award, compensation allowed in the sum of \$110.00, November 16, 1922. Commission award.

Index No. 236, Claim No. 13058. Pat Daherty, Claimant, vs. The Mountain Top Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for lump sum settlement for the purpose of paying a mortgage against property in Montrose County granted in the sum of \$594.42, July 8, 1922. Commission award.

Index No. 237, Claim No. 17609. Joe Dallefeste, Decedent; Maria Dallefeste, Sister, Dependent, Claimant, vs. Tomboy Gold Mines Company, Limited, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Question: Sister as dependent. Sister of deceased was twenty-five per cent dependent. Award, \$260.42 (being one-fourth of \$3,125.00 reduced to one-third on account of the dependent being a non resident of the United States), funeral \$75.00, attorney's fees allowed \$37.50, March 17, 1922.

Index No. 238, Claim No. 16647. Joe Dalpiaz, Claimant, vs. Sunville Baking Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a thirty per cent loss of use of the left arm measured at the elbow. He is entitled to specific disability in addition to temporary total disability. Award, temporary disability \$10.00 per week August 30, 1920, to March 1, 1921, inclusive, for permanent partial disability \$556.00, April 8, 1922.

Index No. 239, Claim No. 22762. Henry Dalrymple, Claimant, vs. The Empson Packing Company, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondent.

Claimant was disabled less than ten days. Claim for compensation denied October 28, 1922.

Index No. 240, Claim No. 9931. J. M. Dalton, Deceased; Laura E. Dalton, Widow, in behalf of herself. Howard M. Dalton, Son, and Dorothy B. Dalton, Daughter, Minor Children, Dependents, Claimants, vs. The Durango Pressed Brick Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Application for lump sum settlement for the purpose of building a house at Durango, Colorado, denied April 22, 1922. Commission award.

Index No. 241, Claim No. 19444. Tony Damsguard, Claimant, vs. The Weicker Transfer & Storage Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Appendicitis as a result of an accidental strain. Held: Claimant's condition is not the result of an accident. Compensation denied December 19, 1921.

Index No. 242, Claim No. 16981. Fred Daniels, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim dismissed and denied for lack of prosecution, December 5, 1921.

Index No. 243, Claim No. 19101. Albert Danielson, Claimant, vs. City and County of Denver, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week so long as claimant is totally disabled, December 30, 1921.

Award, \$2,950.00. Application for lump sum settlement granted in the sum of \$400.00 for the purpose of allowing the claimant to return to his home in Finland, June 27, 1922. Commission award.

Award of June 27, 1922, modified to provide for a lump sum payment of \$600.00 instead of \$400.00, July 15, 1922. Commission award.

Index No. 244, Claim No. 18357. Walter B. Darracott, Claimant, vs. The Mountain States Telephone and Telegraph Company, Employer, Self-Insurer, Respondent.

Referee's award of November 18, 1921, affirmed December 19, 1921. Commission award.

Award of December 19, 1921, vacated and further hearing ordered January 24, 1922, for the purpose of receiving further testimony, January 19, 1922. Commission award.

Referee's award of November 18, 1921, affirmed February 28, 1922. Commission award. Commission award affirmed by District Court, City and County of Denver, April 26, 1922.

Index No. 245, Claim No. 23198. Walter B. Darracott, Claimant, vs. Hartner Produce Company, Employer, and Standard Accident Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week during disability, November 27, 1922.

Index No. 246, Claim No. 20540. F. J. Davey, Claimant, vs. County of Montrose, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Convict as employe of county. The claimant was a convict at the time of the accident. Held: No contract of hire existed between the claimant and Montrose County. His conviction as a criminal deprives him of all civil rights. The claimant not an employe at the time of accident as defined by law. Compensation denied July 28, 1922.

Index No. 247, Claim No. 17486. A. L. Davis, Claimant, vs. M. R. Schwer & Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Effect of an independent settlement between employe and employer where the employer is not insured and before claim for compensation is filed. Held: By this act the Commission is divested of authority and the settlement is valid, December 5, 1921.

Facts: The employer later submitted an affidavit stating that he was carrying Workmen's Compensation Insurance at the time of accident, and that at the hearing before the Referee he had unwittingly mislead the Commission as to the facts.

Held: The Referee's award having been made under a misapprehension of facts, the Referee's award of December 5, 1921, was vacated, canceled and annulled and a further hearing ordered at Pueblo for the purpose of receiving additional testimony, October 31, 1922. Commission award.

Index No. 248, Claim No. 22325. Edward W. Davis, Claimant, vs. County Commissioners, Routt County, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Elective official as employe. The claimant was County Treasurer of Routt County. Compensation denied as claimant was not an employe under the Act, September 2, 1922.

Index No. 249, Claim No. 20808. Isaiah Davis, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Dental allowance. Award, temporary disability \$21.43, dental allowance \$60.00, June 15, 1922.

Index No. 250, Claim No. 16588. Nestor Davis, Claimant, vs. The Victor American Fuel Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$10.00 per week from January 30 to August 19, 1921, October 18, 1922.

Index No. 251, Claim No. 19886. William Davis, Claimant, vs. The Colorado Midland Railroad Company, Employer, Self-Insurer, Respondent.

Total disability. Award, \$10.00 per week beginning November 9, 1921, and continuing thereafter so long as the claimant shall be totally disabled, January 27, 1922.

Permanent partial. Claimant sustained a fifty per cent loss of use of the left foot measured at the ankle. This disability became fixed February 7, 1922. Claimant received compensation up to February 7, 1922. Award, \$52.00, June 29, 1922.

Index No. 252, Claim No. 20715. John Daum, Claimant, vs. Engineers Construction Company, Employer, and Ocean Accident and Guarantee Corporation, Insurer, Respondents.

Facial disfigurement. Award, \$35.00, October 13, 1922.

Index No. 253, Claim No. 19591. Frank Daywalt, Deceased; Maria Wheatley Daywalt, Widow, in behalf of herself and Frank R. Daywalt, William E. Daywalt, Catherine Y. Daywalt, and Margaret E. Daywalt, Minor Children, Dependents, Claimants, vs. Silver Mines Company of America, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, February 1, 1922.

Application for lump sum settlement for the purpose of purchasing real estate in Grand Junction granted in the sum of \$2,200.00, October 18, 1922. Commission award.

Index No. 254, Claim No. 19025. John Dean, Claimant, vs. County of Pueblo, Employer, and State Compensation Insurance Fund, Insurer, Respondent.

Temporary disability. Claim and demand of claimant for further compensation dismissed and denied for lack of prosecution November 9, 1922.

Index No. 255, Claim No. 21029. Thomas A. Deemer, Claimant, vs. State Department of Rangers, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Permanent partial disability. Gun shot wound as accident. Held: Claimant, a State Ranger, was injured after his return to his room. He suffered an accident arising in the course of his employment as he was required to carry a gun on duty. He sustained a 35 per cent loss of use of the right leg at the knee. Award, \$486.50, April 13, 1922.

Referee's award of April 13, 1922, affirmed April 25, 1922. Commission award.

Index No. 256, Claim No. 19022. Giovanni De Gregorio, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Previous award disposes of claim. Supplemental award. Claim was denied November 2, 1921, a second claim was filed for the same accident. No appeal was taken from the previous award. Respondent's motion to dismiss and deny sustained June 13, 1922.

Index No. 257, Claim No. 22218. Tony Delallis, Deceased; Vincenca Delallis, Mother, in behalf of herself and Pierino Delallis and Dominic Delallis, Minor Sons, Dependents, Claimants, vs. The United States Portland Cement Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, November 3, 1922.

Index No. 258, Claim No. 17366. Peter F. Delasanta, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution and lack of evidence November 22, 1922.

Index No. 259, Claim No. 21210. Pete Deldosso, Deceased; Louise Deldosso, Widow, in behalf of herself and Donald Edward Deldosso, Minor Son, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, May 22, 1922.

Index No. 260, Claim No. 23069. Mike Delich, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Statute of Limitations. Claim dismissed and denied as the claim for compensation was not filed within one year after the accident November 18, 1922.

Index No. 261, Claim No. 17249. William H. Demerest, Claimant, vs. Tampa White Pine Lumber Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 50% loss of use of the index finger at the proximal joint and of the middle finger at the distal joint, plus a 75% loss of use of the middle finger at the proximal joint. Award, \$237.15, August 25, 1922.

Index No. 262, Claim No. 14083. Nick Demitroff, Deceased; Veta Demitroff, Widow, in behalf of herself, Dependent, Claimant, vs. Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement denied February 10, 1922. Commission award.

Application for lump sum settlement for the purpose of improving real estate at Frederick, Colorado, denied May 26, 1922. Commission award.

Index No. 263, Claim No. 21695. Alfred Demoulin, Claimant, vs. Fox Coal Mining Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Loss of vision. Claimant sustained a 5% loss of vision of the right eye. Award for temporary disability \$30.58; for permanent partial disability \$52.00, August 19, 1922.

Index No. 264, Claim No. 20447. Jennie Denglar, Claimant, vs. Fitts Manufacturing Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Temporary disability. Award, \$1.43, medical \$4.75, November 22, 1922.

Index No. 265, Claim No. 16490. Earl L. Dennis, Deceased; Marion Dennis, Widow, Dependent, Claimant, vs. The City of Trinidad, Colorado, Employer, and The State Compensation Insurance Fund, Insurer, Respondents.

Referee's award of November 19, 1921, affirmed January 7, 1922. Commission award.

Index No. 266, Claim No. 8206. Claude T. Denny, Deceased; Margaret E. Denny, his Widow, Dependent, Claimant, vs. The Tomboy Gold Mines Company, Ltd., Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing real estate in Cripple Creek, Colorado, denied April 24, 1922. Commission award.

Index No. 267, Claim No. 18111. John Denny (Christos Demetriou Elkas), Domka Elkas, Sister, and Haralampos Elkas, Brother, Dependents, Claimants, vs. The Amalgamated Development Corporation, Employer and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Dependency. The claimant's are given until November 9, 1922, in which to produce testimony as to the identity of the deceased, and unless same is produced the claim will be dismissed and denied for lack of sufficient proof, September 16, 1922.

Index No. 268, Claim No. 17169. J. F. Depew, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Further hearing ordered for the purpose of receiving further testimony, December 23, 1921. Commission award.

Referee's award of October 21, 1921, affirmed July 29, 1922. Commission award.

Case now pending in District Court, City and County of Denver.

Index No. 269, Claim No. 21196. J. F. Depew, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Question: Statute of Limitations. The claimant's claim was not filed within one year after the accident and claimant did not appear to prosecute his claim. Claim dismissed and denied for lack of prosecution and for the reason that his claim was not filed within one year, July 18, 1922.

Index No. 270, Claim No. 19448. Walter W. DeWalt, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a loss of the right thumb at the second joint, right index finger at the second joint, right third finger at the second joint, a 75% loss of use of the right second finger at the second joint. Award, \$537.50, April 7, 1922.

Award, \$10.00 per week from June 7, 1921, to January 18, 1922, for temporary disability and \$520.00 for permanent partial disability. This award ordered substituted in lieu of Referee's award of April 7, 1922, June 27, 1922. Commission award.

Award of June 27, 1922, vacated, canceled and annulled, and a further hearing ordered for the purpose of receiving additional testimony. Commission award August 25, 1922.

Index No. 271, Claim No. 1704. Abe S. Diamond, Deceased; Celeste I. Diamond, his Widow, in behalf of herself and Marjorie Diamond, Minor Child, Dependents, Claimants, vs. The Cuban Cigar Company, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Application for lump sum settlement for the purpose of withdrawing moneys deposited in trust, denied October 5, 1922. Commission award.

Index No. 272, Claim No. 19497. John Di Antonio, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution January 4, 1922.

Index No. 273, Claim No. 21606. Roy V. Dickenson, Claimant, vs. The Colorado Portland Cement Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained the amputation of the great toe of the left foot nearest the proximal joint. Award, compensation for permanent disability as provided by agreement and \$180.00 for permanent partial, November 3, 1922.

Index No. 274, Claim No. 22898. Vittorio Di Gierimo, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained a 10% loss of vision in the right eye. Award, \$104.00, October 18, 1922.

Index No. 275, Claim No. 22008. Wilson Diggs, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant's left leg was amputated nearest the knee joint. Award, \$1,390.00, October 16, 1922.

Index No. 276, Claim No. 22196. Charles Di Gorio, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claimant received compensation for temporary disability and sustained no permanent disability. Claim for further compensation denied November 18, 1922.

Index No. 277, Claim No. 16947. Rocco Di Granantonio, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Question: Loss of working capacity. Compensation for temporary disability has previously been paid claimant. Claimant sustained a disability amounting to 50% of his former working capacity for two months in addition to his temporary disability. Award, \$5.00 per week for two months after January 5, or \$42.85, May 12, 1922.

Index No. 278, Claim No. 18961. Ignazio Digrandi, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Temporary disability. Compensation ordered paid to March 1, 1922, as provided by agreement. Further hearing ordered to determine claimant's permanent disability, if any, June 17, 1922.

Supplemental award. Question: Loss in earning capacity. Award, \$198.85, October 28, 1922.

Index No. 279, Claim No. 5931. Nick Di Orio, Deceased; Caroline Di Orio, Widow, Claimant, vs. The Victor-American Fuel Company, Employer, and The Travelers Insurance Company, Insurer, Respondents.

Question: Accident as proximate cause of death. Under award of April 30, 1919, \$947.71 was paid to the claimant on account of compensation. Claimant died March 27, 1921. There was some evidence that the deceased died of diphtheria, but the Referee finds that the deceased died as a result of his accident of January 30, 1918. Award, \$2,500.00 less compensation heretofore paid, January 11, 1922.

Referee's award of January 11, 1922, affirmed February 10, 1922. Commission award.

Award, \$517.43 (being \$2,500.00 less \$947.71, reduced to one-third on account of the dependents being non-resident of the United States). Stenographer's fees allowed, \$10.00. This award ordered substituted in lieu of Referee's award of January 11, 1922, March 3, 1922. Commission award.

Further hearing ordered for the purpose of taking additional testimony. Pending this hearing compensation is ordered paid as directed by the award of March 3, 1922, March 17, 1922. Commission award.

Referee's award of March 17, 1922, affirmed April 17, 1922. Commission award.

Supplemental award of March 17, 1922, affirmed April 25, 1922. Commission award.

Case now pending in District Court, City and County of Denver.

Index No. 280, Claim No. 22872. Giuseppe Di Palo, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent. Temporary disability. Award, \$181.43, October 6, 1922.

Index No. 281, Claim No. 21827. Ludovigo Di Paolo, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied as the testimony does not show that the claimant was injured while in the employ of the respondent employer, October 28, 1922.

Index No. 282, Claim No. 23080. William Dochow, Claimant, vs. Lock Joint Pipe Company, Employer, and Royal Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 50% loss of use of the index finger of the right hand at the second joint. Award, \$15.71 for temporary disability and \$65.00 for permanent disability, October 28, 1922.

Index No. 283, Claim No. 19480. James Dodd, Claimant, vs. Sharpless Rennard, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$8.58, December 16, 1921.

Index No. 284, Claim No. 406. William Dogan, Claimant, vs. The Atlas Mining and Milling Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Compensation heretofore deposited in trust for the minor dependent, ordered paid to the administrator of the estate of the deceased claimant, March 14, 1922. Commission award.

Index No. 285, Claim No. 16904. Francisco Donati, Deceased; Mary Donati, Widow, in behalf of herself and Lena Donati, Mike Donati, Mauro Donati, Olga Donati, and Bruno Donati, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Claimant's death was due to pneumonia and not caused by the injury to the right hand. Compensation denied June 15, 1922.

Index No. 286, Claim No. 18001. Luciano D'Orazio, Deceased, Maria Michela D'Orazio, Widow, Clementa D'Orazio, Father, and Rosa D'Orazio, Mother, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Question: Father and mother as dependents when widow lives. Held: Father and mother are as much dependent as the widow and the award should be divided equally between them. Award, \$3,125.00 reduced to one-third (account claimants' being residents of a foreign country) or \$1,041.66, funeral \$75.00, attorney's fees allowed \$75.00, January 19, 1922.

Index No. 287, Claim No. 20072. Louis Dorigatti, Deceased; Melania Dorigatti, Widow, in behalf of herself and Josephine Tonini, Ada Tonini, and Frank Tonini, Minor Children, Dependents, Claimants, vs. The Colorado Collieries Company, Employer, and The Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Fatal. Question: Dependency of step-children. Held: The step-children of the deceased were not dependent. Compensation denied as to them and awarded to the dependent widow. Award, \$3,125.00, funeral \$75.00, January 11, 1922.

Index No. 288, Claim No. 19584. Joe Dornick, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained a ten per cent loss of vision in the left eye. Award, \$104.00, June 30, 1922.

Index No. 289, Claim No. 21661. Edward Doyle, Claimant, vs. Board of Capitol Managers, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Hernia. Question: Burden of proof. The claimant is unable to state when the accident occurred or that it was accompanied by pain or preceded by an actual strain in the course of employment. Claim denied July 10, 1922.

Index No. 290, Claim No. 16759. James Doyle, Claimant, vs. University Club, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a fifty per cent loss of use of the right arm measured from the wrist and a five per cent loss of vision of the left eye. Award, \$699.14, December 29, 1921.

Application for lump sum settlement granted to produce \$75.00, January 13, 1922. Commission award.

Index No. 291, Claim No. 19205. W. M. Drake, Claimant, vs. The Garfield Coal Mining and Transportation Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a twenty per cent loss of use of the right foot measured at the ankle. His wages were \$16.00 per week. Award, \$166.40, July 21, 1922.

Index No. 292, Claim No. 20827. William Drake, Claimant, vs. Garfield Coal Mining and Trans. Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability and temporary partial disability. Award, \$10.00 per week from February 9 to March 29 and \$5.00 per week from March 30 to June 27, 1922. Further hearing ordered, July 29, 1922.

Referee's award of July 29, 1922, affirmed September 13, 1922. Commission award.

Index No. 293, Claim No. 17484. Ignasion Duenas, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Question: Burden of proof. Held: Claimant has not shown his injury resulted from an accident or that the condition of his eye is the result of any accident while working for the employer above named. Compensation denied April 15, 1922.

Index No. 294, Claim No. 9319. Alfred Duham, Deceased; Mary Duham, Daughter, Dependent, Claimant, vs. The Empire Coal Mining Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

\$50.00 ordered withdrawn from funds deposited in trust for the minor dependent ordered paid for the purpose of paying transportation expense of said minor from Des Moines, Iowa, to Denver, August 28, 1922. Commission award.

\$258.49 ordered paid from moneys deposited in trust for the minor dependent for the use of said minor dependent, September 9, 1922. Commission award.

Index No. 295, Claim No. 20960. Grover Duke, Claimant, vs. Keystone Mining Company, Employer, Self-Insurer, Respondent.

Hernia. Award: \$50.00 special operating fee and compensation at \$10.00 per week during disability after the operation, and after the ten day waiting period, July 28, 1922.

Index No. 296, Claim No. 15874. Roy E. Dulin, Claimant, vs. The Denver Alfalfa Milling and Products Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a twenty-five per cent loss of use of the right arm measured from the shoulder. Award, \$520.00, January 11, 1922.

Index No. 297, Claim No. 20070. Gabriel Ellis Dunn, Deceased; Rachel Dunn, Widow, in behalf of herself and Cora A. Dunn, Minor Daughter, Dependents, Claimants, vs. Colorado Collieries Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, March 3, 1922.

Index No. 298, Claim No. 18611. John R. Dunn, Claimant, vs. The Evening Telegraph Publishing Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Claim for compensation dismissed for lack of prosecution January 27, 1922.

Index No. 299, Claim No. 18483. Edwardo Duran, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Compensation for temporary disability was paid under agreement. Claimant sustained no permanent disability. Claim for further compensation denied May 12, 1922.

Index No. 300, Claim No. 9318. Fred Dussart, Deceased; Agnes Dussart (Kumka), Widow, in behalf of herself and Minor Children, Dependents, Claimants, vs. The Empire Coal Mining Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing real estate in Aguilar ordered paid in the sum of \$1,106.72. \$431.90 heretofore deposited in trust ordered paid the dependent for the same purpose, March 17, 1922. Commission award.

Index No. 301, Claim No. 19080. W. E. Dyer, Claimant, vs. Operators Tie and Timber Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, \$28.57, December 5, 1921.

Index No. 302, Claim No. 20303. Charles Dykes, Claimant, vs. The North Park Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Agreement providing for the payment of \$12.86 ordered approved, October 4, 1922.

E

Index No. 303, Claim No. 21971. Max M. Earl, Claimant, vs. Canon Reliance Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$130.00, November 3, 1922.

Index No. 304, Claim No. 20282. Charles Ebinger, Claimant, vs. Recreation Company, Employer, and Royal Indemnity Company, Insurer, Respondents.

Temporary disability. Wages paid by employer during disability. Held: Employee is entitled to compensation less wages paid during disability. Award, \$114.29 less \$76.00 or \$38.29, March 17, 1922.

Award, \$97.15 less compensation heretofore paid. This award ordered substituted in lieu of Referee's award of March 17, 1922, April 3, 1922. Commission award.

Index No. 305, Claim No. 22821. John Ecker, Claimant, vs. Moore & Greaves Amusement Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Claimant was disabled less than ten days. Compensation denied October 13, 1922.

Index No. 306, Claim No. 21809. Jacob Eckstrom, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained the amputation of the little finger of the right hand between the tip and the distal joint. Award, \$40.00, July 14, 1922.

Index No. 307, Claim No. 18348. Swan Edison, Claimant, vs. County of Boulder, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a twenty per cent loss of use of the arm at the shoulder. Award, compensation as provided by agreement to November 14, 1921, and \$408.00 for permanent partial disability, August 18, 1922.

Index No. 308, Claim No. 19623. R. A. Edmiston, Claimant, vs. Arkansas Valley Railway Light and Power Company, Employer, and The Fidelity and Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a loss of the right index finger at the second joint. Specific compensation due exceeds compensation for temporary disability. Award, \$130.00, April 8, 1922.

Index No. 309, Claim No. 19370. John Elich, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$20.00, July 18, 1922.

Index No. 310, Claim No. 19953. Louis Eliff, Claimant, vs. International Fuel Company, Employer and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$30.00, January 11, 1922.

Referee's award of January 11, 1922, affirmed March 11, 1922. Commission award.

Index No. 311, Claim No. 18863. William F. Ellermann, Deceased; Amelia A. Ellermann, Widow, in behalf of herself and Edmund H. Ellermann and William H. Ellermann, Minor Children, Dependents, Claimants, vs. Arvid Olson, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Death as proximate result of accident. Held: Claimant's death resulted from acute dilation of the heart. This was not an accident under the Compensation Act and death was not the proximate result of an accident as defined by the Law of Colorado. Claim for compensation denied December 9, 1921.

Referee's award of December 9, 1921, affirmed February 10, 1922. Commission award.

This case was appealed to the District Court by the claimants, and the District Court affirmed the award of the Commission. Reversed by Supreme Court, which held in part:

"It is immaterial that deceased was afflicted with heart trouble, which might cause death upon the performance of too heavy labor * * * *. The injury is none the less unexpected and an accident so long as the workman did not himself wilfully and intentionally bring it about."

Case now pending before the Supreme Court on a petition for rehearing.

Index No. 312, Claim No. 20242. William Martin Elliott, Deceased; Lizzie Elliott, Widow, in behalf of herself and William Elliott, Clara Elliott, Lottie Elliott, Gladys Elliott, Josephine Elliott, Minor Children, Dependents, Claimants, vs. State of Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Award: \$3,125.00, funeral \$75.00, March 3, 1922.

Index No. 313, Claim No. 18586. Elmer Carl Engel, Deceased; Charles F. Engel, Father, and Minnie Engel, Mother, Marie Engel, Edna Engel and Raymond Engel, Minor Sisters and Brother, Dependents, Claimants, vs. G. A. Taff, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Question: Dependency. Father was held not to be a dependent. The mother and minor sisters were one-eighth totally dependent on the deceased. Award, \$390.63, funeral \$75.00, June 29, 1922.

Index No. 314, Claim No. 14072. Albert H. Engelman, Claimant, vs. American Beet Sugar Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Attorney's fees allowed, supplemental award, \$20.00, December 30, 1921.

Index No. 315, Claim No. 10475. James Thomas England, Deceased; Elizabeth England, his Widow, Dependent, Claimant, vs. Oakdale Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of establishing a dairy, granted in the sum of \$600.00, June 27, 1922. Commission award.

Index No. 316, Claim No. 21041. Foster Enochs, Claimant, vs. The Big Four Coal and Coke Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Facial disfigurement. Award, \$90.00, June 24, 1922.

Index No. 317, Claim No. 21C76. Howard Erickson, Claimant, vs. Merchants Biscuit Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a permanent partial disability to the first, second and third fingers of the right hand equivalent to thirteen weeks' specific. Award, \$117.00, July 12, 1922.

Index No. 318, Claim No. 20862. Joe Espinoza, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$240.00, June 15, 1922.

Index No. 319, Claim No. 20283. Roman Esquibel, Claimant, vs. Holly Sugar Corporation, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Claim dismissed and denied for lack of prosecution, July 29, 1922.

Index No. 320, Claim No. 6715. James P. Etchells Deceased; Elizabeth Etchells, Widow, in behalf of herself and Harry A. Etchells, Margaret E. Etchells, and Isabella Etchells, Minor Children, Dependents, Claimants, vs. The National Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Terminating compensation of a minor dependent on account of said minor reaching the age of eighteen years. Supplemental award December 5, 1921.

Index No. 321, Claim No. 14671. Beal Eubanks, Deceased; Hepsey Eubanks, Widow, in behalf of herself and Minor Child, Dependents, Claimants, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Supplemental award. The award of May 17, 1921, ordered the respondent to pay \$5.00 per week to the claimant so long as he shall be permanently disabled. The claimant died May 4, 1921. Award, \$1,192.50 being minimum compensation less \$370.00 paid to the decedent during his life time, funeral \$75.00, August 19, 1922.

Referee's award of August 19, 1922, affirmed September 30, 1922. Commission award.

Index No. 322, Claim No. 16474. F. D. Eubank, Claimant, vs. State of Colorado (Brand Department), Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Claimant sustained no loss of wages. Claim for compensation denied November 3, 1922.

Index No. 323, Claim No. 21102. Chester T. Evans, Claimant, vs. Henry Riedy, Employer, Respondent.

Questions: Loss of vision. Respondent employer's failure to insure. Threshing crew as farm labor. Accident arising out of and in the course of employment. Facts: Claimant was kicked by a horse while in the barn

with the intent of turning his team out to pasture for the night. He was injured after supper. He was employed as a teamster hauling bundles to a threshing machine. He sustained an enucleation of the right eye. Held: It was part of the claimant's duty to care for his team and his duty did not cease until the team was turned out to the pasture for the night. The accident, therefore, arose out of and in the course of employment. The claimant has elected to pursue his remedy under the Workmen's Compensation Act and hauling bundles for a threshing machine may be farm labor in one sense, but cannot be so considered when the claimant was employed on the threshing crew. Award, \$9.00 per week for one hundred and thirty-nine weeks or \$1,251.00, increased by fifty per cent as provided by Section 27 of the Workmen's Compensation Law or \$1,876.50, July 21, 1922.

Further hearing ordered September 15, 1922, for the purpose of receiving additional testimony, August 26, 1922. Commission award.

Index No. 324, Claim No. 19340. Dave Evans, Claimant, vs. F. R. Pixley, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Approval of agreement entered October 27, 1921, through error, withdrawn and claim ordered set for hearing, July 15, 1922. Commission award.

Commission award of July 15, 1922, affirmed August 25, 1922. Commission award.

Index No. 325, Claim No. 21264. James Evans, Claimant, vs. H. B. Frazier, Employer, Respondent.

Question: Jurisdiction of Commission. Claimant was employed as ranch labor when injured. He likewise failed to prosecute his claim. Claim dismissed and denied for lack of prosecution and for lack of jurisdiction, July 18, 1922.

F

Index No. 326, Claim No. 19098. Herbert Verne Fackler, Deceased; Bertha F. Fackler, Widow, in behalf of herself and Herbert V. Fackler, Minor Son, Dependents, Claimants, vs. Black Diamond Coal Company, Employer and Continental Casualty Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, December 9, 1921.

Index No. 327, Claim No. 17032. Robert Falagrady, Deceased; Ben Falagrady, Father, Celesta Falagrady, Mother, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Self-Insurer, Respondent.

Fatal. Dependency. Father and mother of the deceased were found not to be dependent. Compensation denied. Award, funeral \$75.00, December 16, 1921.

Referee's award of December 16, 1921, affirmed, February 4, 1922. Commission award.

The Commission having further reviewed the files as directed by the order of the District Court of the City and County of Denver entered April 10, 1922. A further hearing is ordered June 30, 1922, at Denver for the purpose of receiving additional testimony, June 15, 1922. Commission award.

Further hearing ordered at Trinidad for the purpose of receiving additional testimony, August 15, 1922. Commission award.

Index No. 328, Claim No. 18583. Louis Fallico, Deceased; Raffaele Fallico, Father, and Angela Maria Salerno Fallico, Mother, Dependents, Claimants, vs. G. A. Taff, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Question: Dependency. Held, claimants were 40% dependent upon the deceased. Award, \$416.67 (being 40% of maximum compensation reduced to one-third account dependents being non-residents of the United States), funeral \$75.00, July 29, 1922.

Index No. 329, Claim No. 22820. John Falsetto, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$11.61, October 27, 1922.

Index No. 330, Claim No. 7381. John Fanganiello, Deceased; Lopa Benetta Fanganiello, Widow, in behalf of herself and Maria Fanganiello, Mother, in behalf of herself, Dependents, Claimants, vs. The Denver Tramway Company, Employer, Self-Insurer, Respondent.

Fatal. Question: Adultery as factor in wife's dependency. Held, the wife admits adultery, but the relationship is the primary test, and the wife's conclusive presumption of dependency has not been overthrown. Compensation denied mother. Award to wife, \$833.33, funeral, allowed, \$100.00, April 15, 1922.

Referee's award of April 15, 1922, affirmed April 27, 1922. Commission award.

Case remanded to Commission, through District Court, by the Supreme Court to take further evidence, October 2, 1922.

Index No. 331, Claim No. 18851. Domenic Faoro, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Permanent total disability. Loss of vision. Rule violation. Facial disfigurement. Claimant sustained enucleation of the right eye and loss of vision of both eyes and facial disfigurement. The employer sustained his burden of proof as to rule violation in that the employe was outside his regular working place during working hours and was thereby injured by a blast. Held: Claimant was permanently disabled, he sustained facial disfigurement to an extent of \$250.00 (all compensation awarded to be reduced 50% account of violation of safety rule). Award, \$21.70 per month so long as the claimant shall live and so long as he shall be permanently and totally disabled. \$125.00 additional in one lump sum for facial disfigurement, January 27, 1922.

Application for lump sum settlement for the purpose of paying a mortgage on a farm near Canon City, granted in the sum of \$2,000.00, June 6, 1922. Commission award.

Index No. 332, Claim No. 5449. Hugh Faughnan, Deceased; Gladys O. Faughnan, his Widow, on behalf of herself and John Faughnan, Minor Child, Dependents, Claimants, vs. The Pike's Peak Consolidated Fuel Company, Employer, Self-Insurer, Respondent.

Supplemental award. Question: Duty of insurer to keep informed of status of case. Compensation to widow terminated by remarriage. The insurer is denied credit for overpayment made to the widow and not apportioned to posthumous child, as it was the duty of respondent employer to keep itself and the Commission informed as to the status of the case. Award, \$528.72, to be deposited in trust for minor dependents, March 11, 1922.

Referee's award of March 11, 1922, affirmed April 17, 1922. Commission award.

Index No. 333, Claim No. 16726. James N. Fear, Claimant, vs. Best Laundry (M. M. Bodine), Employer, and The Travelers Insurance Company, Insurer, Respondents.

Hernia. Award: If claimant shall elect within thirty days after this award to undergo an operation the insurer shall pay a \$50.00 special operating fee and \$10.00 per week during disability after the first ten days, otherwise the claim for compensation will be denied, April 8, 1922.

Index No. 334, Claim No. 19496. Dom Federico, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution January 3, 1922.

Index No. 335, Claim No. 17947. Rayman W. Fell, Claimant, vs. City and County of Denver, Police Department, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 15% loss of use of the left foot at the ankle. Award, \$156.00, April 7, 1922.

Index No. 336, Claim No. 7020. Maxwell Ferguson, Deceased; Ella Ferguson, Widow of Decedent, on behalf of herself and Berneice, Grace and Robert Ferguson, Minor Children, Dependents, Claimants, vs. The Big Four Coal & Coke Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation of minor dependent terminated on account of marriage, December 23, 1921.

Index No. 337, Claim No. 19594. W. T. Ferguson, Claimant, vs. Industrial Sugar Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Claimant sustained no permanent disability. Claim for further compensation denied, April 3, 1922.

Index No. 338, Claim No. 23063. Tony Ferrari, Deceased; Luigia Ferrari, Widow, Dependent, Claimant, vs. The Big Four Coal and Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Wages. The wages of the deceased did not exceed \$10.00 per week. Award, \$1,562.50, funeral \$75.00, November 15, 1922.

Index No. 339, Claim No. 15329. Fiori Ferrero, Claimant, vs. Royal Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Referee's award of April 25, 1921, affirmed March 4, 1922. Commission award.

Held: Petition for review was not filed within the time fixed by law. Petition for review denied April 3, 1922. Commission award.

Index No. 340, Claim No. 15791. William Feuerstein, Claimant, vs. J. V. Stryker, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Approval of agreement entered December 10, 1920, through error, withdrawn and claim ordered set for hearing, July 15, 1922. Commission award. Commission award of July 15, 1922, affirmed August 25, 1922. Commission award.

Index No. 341, Claim No. 18224. Bruno Fido, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a 35% permanent total disability. His age was twenty-six years. Expectancy 38.11. Award, \$2,600.00, October 11, 1922.

Index No. 342, Claim No. 9310. George Filis, Deceased; Sophia Filis, and Maria Filis, Dependents, Claimants, vs. The Empire Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Wages were \$10.00 per week. Award, \$520.84 (being maximum compensation reduced to one-third account dependents being non-residents of the United States), August 15, 1922.

Supplemental award, \$15.00 for translations and \$74.00 attorney's fees allowed, September, 1922.

Index No. 343, Claim No. 20423. James Finn, Claimant, vs. North Denver Transfer and Storage Company, Employer, and Western Indemnity Company, Insurer, Respondents.

Questions: Temporary disability. Liability of insurer assumed by another insurance carrier. Held: Liability of the Western Indemnity Company was assumed by the Employers Indemnity Corporation and the latter is therefore liable. Claimant was unable to return to work at the time of hearing. Award, \$10.00 per week so long as the claimant is totally disabled, March 24, 1922.

Index No. 344, Claim No. 16589. Beach Fisher, Claimant, vs. American Beet Sugar Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 25% loss of use of the left arm at the elbow. This became fixed and permanent, August 24, 1921. Compensation was paid to August 24. Award, \$347.50 further compensation, July 8, 1922.

Referee's award of July 8, 1922, affirmed November 15, 1922. Commission award.

Index No. 345, Claim No. 20896. C. S. Fisher, Claimant, vs. H. C. Crocker, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Claim dismissed and denied for lack of prosecution June 24, 1922.

Index No. 346, Claim No. 20462. John B. Fischer, Claimant, vs. Mendota Realty Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Question: Whether claimant's condition arose from an accident. Held: Claimant's condition did not arise from an accident as defined by Law. Compensation denied April 8, 1922.

Index No. 347, Claim No. 20958. John J. Fleming, Claimant, vs. The Colorado Consolidated Gold Mining & Milling Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Loss of vision. Claimant sustained a 50% loss of vision of the left eye. Permanent loss of use being fixed and permanent as of March 12. Claimant had been paid compensation to March 12. Award, \$520.00, June 24, 1922.

Supplemental award: Award of June 24, 1922, corrected to require the payment of medical expense by the respondent employer, October 28, 1922.

Index No. 348, Claim No. 6608. Guiseppi Flocarri (Joe Flocarri), Deceased; Elizabetha Flocarri, Mother, Dependent, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Statute of Limitations. Decedent died December 4, 1918. Under award of March 29, 1918, he had been awarded \$2,080.00, of which \$1,812.57 remained unpaid at the time of death. On July 21, 1921, Carmela Flocarri was denied compensation on the ground that she had not sustained her claim that she was in fact the wife or widow of the decedent. November 3, 1921, Elizabetha Flocarri, mother, filed dependent's notice and claim alleging total dependency. Held: Section 84, Workmen's Compensation Law of Colorado, as a limitation in which claim for compensation will be filed does not apply, compensation having previously been paid to the claimant. Respondent employer's motion to dismiss the claim, denied, and cause continued for the reception of evidence in support of the claim, February 4, 1922.

Referee's award of February 4, 1922, affirmed March 11, 1922. Commission award.

Supplemental award: Fatal. The unpaid portion of the award to the decedent date March 29, 1918, is \$1,812.57. The decedent's mother was 50%

dependent. Award, 50% of \$1,812.57 (reduced to one-third account of dependent being a non-resident of the United States) or \$302.10, attorney's fees, allowed, \$50.00, June 24, 1922.

Index No. 349, Claim No. 19060. Paride Flori, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained a 40% loss of vision of left eye. Award, \$416.00, February 1, 1922.

Index No. 350, Claim No. 21473. Ed Floyd, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a 75% loss of use of the middle finger of the right hand at the proximal joint. Award for temporary disability \$48.50, for specific disability \$97.50, July 18, 1922.

Index No. 351, Claim No. 20495. Clifford J. Fluallen, Deceased; Roy Fluallen, Father; Ettie Fluallen, Mother, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Questions: Wages and dependency. Deceased's wages were \$18.48 per week. The mother was 25% dependent. Award, \$721.88, less compensation paid the claimant during his life, funeral \$75.00, November 4, 1922.

Index No. 352, Claim No. 20259. Martin D. Flynn, Claimant, vs. H. R. Phillips, Employer, and Southern Surety Company, Insurer, Respondents.

Hernia. Award, \$32.86, medical \$167.70, April 6, 1922.

Index No. 353, Claim No. 20306. Mary E. Foard, Claimant, vs. Board of Trustees, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 10% loss of use of the left leg at the knee. Compensation was paid during temporary disability. Award, \$139.00, July 18, 1922.

Index No. 354, Claim No. 17902. Frank Fortuna, Claimant, vs. The Smuggler Union Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$74.29, attorney's fees allowed, \$11.14, December 14, 1921.

Index No. 355, Claim No. 21098. Frank Fox, Claimant, vs. The Enz Iron Foundry Company, Employer, and The Employers' Liability Assurance Corporation, Ltd., Insurer, Respondents.

Temporary disability. Award, \$30.00, June 24, 1922.

Supplemental award: Award of June 24 corrected to show the New Amsterdam Casualty Company was and is the insurance carrier for the above named employer and an order requiring payment to claimant of compensation in the sum of \$30.00 entered to run as against the New Amsterdam Casualty Company, July 18, 1922.

Index No. 356, Claim No. 21127. James Fox, Claimant, vs. A. J. Cole, Employer, Respondent.

Question: Jurisdiction of Commission. Claimant was injured while digging an irrigation well and performing farm labor. Held: The Commission has no jurisdiction over employers of farm labor. Claim dismissed and denied for lack of jurisdiction May 31, 1922.

Referee's award of May 31, 1922, affirmed June 27, 1922. Commission award.

Index No. 357, Claim No. 20801. Mrs. Bertha Frame, Claimant, vs. Hedcock and George, Employer, and The Fidelity and Casualty Company, Insurer, Respondents.

Question: Infected "hang nail" as accident. Held: Where a hang nail became infected and the infection is not shown to arise from the employment no accident was sustained within the meaning of the law. Compensation denied April 5, 1922.

Index No. 358, Claim No. 20523. Henry R. Francisco, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Supplemental award. Claim for compensation dismissed and denied for lack of prosecution July 19, 1922.

Index No. 359, Claim No. 21061. John H. Frank, Claimant, vs. The Newton Lumber Company, Employer, and The New Amsterdam Casualty Company, Insurer, Respondents.

Temporary disability. Award: Further compensation as provided by agreement until claimant's right to compensation terminates November 3, 1922.

Index No. 360, Claim No. 22634. Edward J. French, Deceased; Lura D. French, Widow, and John D. French, Minor Son, Dependents, Claimants, vs. Hinman Brothers, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, October 4, 1922.

Index No. 361, Claim No. 9968. Edward Friel, Claimant, vs. The Oakdale Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Question: Permanent partial disability. Claimant sustained from eighty to eighty-five per cent total disability as a working unit. Age 33 years. Expectancy 33.21 years. Claimant was entitled to maximum compensation for permanent partial disability. Award, \$2,080.00, June 15, 1922.

Index No. 362, Claim No. 19337. Clarence Fronk, Deceased; Nellie Fronk, his Widow, Dependent, Claimant, vs. The Boulder Valley Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, December 6, 1921.

Application for lump sum settlement for the purpose of paying mortgage on real estate, granted in the sum of \$1,040.00, June 16, 1922. Commission award.

Index No. 363, Claim No. 15565. Louis Fuffos, Deceased; Ruth Elizabeth Fuffos, Widow, Dependent, Claimant, vs. Sunnyside Mining and Milling Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Compensation of widow terminated by re-marriage and one-half of the balance of compensation due at the date of re-marriage ordered paid in one lump sum of \$1,141.62, September 7, 1922.

Index No. 364, Claim No. 17647. J. Fujimoto, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a twenty-five per cent loss of use of the right index finger at the second joint. Award, \$32.50, April 8, 1922.

Index No. 365, Claim No. 14986. Fred Fultz, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Question: Permanent partial disability. Claimant sustained a ten per cent permanent total disability from a pelvic injury. Age, 44 years. Expectancy, 25.27 years. Award, \$1,314.04, June 21, 1922.

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Index No. 366, Claim No. 13148. Ellen Gabriel, Claimant, vs. The New Hotel Metropole Company, Employer, and The Fidelity and Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a fifty per cent total disability as a working unit. Award, \$2,600.00, August 15, 1922.

Further hearing ordered October 3, 1922, for the purpose of receiving additional testimony, September 8, 1922. Commission award.

Index No. 367, Claim No. 22671. Angelo Gabriella, Claimant, vs. Eldorado Springs Resort Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, \$4.29, October 28, 1922.

Index No. 368, Claim No. 18136. Joseph Gabriella, Claimant, The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Loss of vision. Claimant sustained a forty per cent loss of vision in the left eye. Award, \$416.00, December 5, 1921.

Index No. 369, Claim No. 18534. Thomas Gabriella, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing milk cows granted in the sum of \$528.07, July 1, 1922. Commission award.

Index No. 370, Claim No. 9766. Frank Gagliano, Claimant, vs. The American Smelting and Refining Company, Employer, Self-Insurer, Respondent.

Further hearing ordered for the purpose of receiving further testimony, January 12, 1922. Commission award.

Held: Claimant sustained a twenty per cent total disability. His age was twenty-six years and his expectancy 41.53 years. He is entitled to maximum compensation for permanent partial disability. Award, \$2,600.00, April 3, 1922. Commission award.

It is ordered that the respondent's petition be granted to the extent that the respondent is permitted to have the claimant examined by a Denver specialist and further testimony taken if either party elects. Pending further action compensation is ordered paid as directed by the award of April 3, 1922, April 24, 1922. Commission award.

Award of April 3, 1922, affirmed by Commissioners Bell and Reilly. Commissioner Hiils dissenting. Held: That the claimant should be awarded \$2,159.56, November 16, 1922. Commission award.

Index No. 371, Claim No. 22099. George W. Gail, Claimant, vs. W. D. Corley, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$5.00 per week during disability, September 20, 1922.

Index No. 372, Claim No. 17727. John Galanis, Claimant, vs. The National Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Claimant was totally disabled at time of hearing. Award, \$10.00 per week, continuing during disability, April 1, 1922.

Index No. 373, Claim No. 15709. J. C. Galbraith, Deceased; Elizabeth McFarling Galbraith, Widow, Dependent, Claimant, vs. The Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Fatal. Held: Deceased did not die as a proximate result of an accident. Claim for compensation denied November 15, 1922.

Index No. 374, Claim No. 18745. Andrew Gallegos, Claimant, vs. The William E. Russell Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Questions: Temporary disability, permanent partial disability. Award, \$23.91 for temporary disability. Claimant sustained a ten per cent loss of vision in the right eye, and a forty per cent loss of vision in the left eye. Award, fifty-two weeks at \$8.37 per week or \$435.21, December 19, 1921.

Index No. 375, Claim No. 21423. Augustine Gara, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$8.58, October 27, 1922.

Index No. 376, Claim No. 18920. Boni Garcia, Claimant, vs. The Denver Tramway Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a ten per cent loss of use of right foot at the ankle. Award, \$104.00, May 12, 1922.

Index No. 377, Claim No. 20370. Juan M. Garcia, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Wages. Temporary disability. Claimant's wages were \$16.00 per week. Award, \$266.28, May 12, 1922.

Index No. 378, Claim No. 20773. Mike Garcia, Claimant, vs. Moffat Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$35.72, August 19, 1922.

Index No. 379, Claim No. 8458. Sylvester Garcia, Claimant, vs. The Oakdale Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing a pool hall in Denver, Colorado, denied June 15, 1922. Commission award.

Index No. 380, Claim No. 14889. Wilbert A. Gardner, Deceased; Eva C. Gardner, Widow, in behalf of herself and Harold Gardner, Ruby Gardner and Hazel Gardner, Minor Children, Dependents, Claimants, vs. The Rocky Mountain Lumber Company, Employer, Respondent.

Fatal. Respondent employer not insured. Award, \$3,125.00, funeral \$75.00, medical \$200.00. All compensation payments to be increased fifty per cent account respondent employer's failure to insure, December 19, 1921.

Index No. 381, Claim No. 16686. Alex. Garduno, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for the purpose of purchasing property at Segundo granted in the sum of \$1,000.00, October 5, 1922. Commission award.

Index No. 382, Claim No. 4147. Joseph Garnier, Deceased; Rosa Anna Garnier, and Violar Garnier, Minor Children, Dependents, by George B. Beardsley, their duly appointed guardian, Claimants, vs. Passiflora Mining and Milling Company, Employer, and The Employers' Liability Assurance Corporation, Ltd., Insurer, Respondents.

Supplemental award, compensation of minor dependent terminated by reason of said minor reaching the age of eighteen years, June 8, 1922.

Index No. 383, Claim No. 22259. Dom Genovaso, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

The claimant was not injured as claimed and his disability was due to lumbago. Claim for compensation denied November 18, 1922.

Index No. 384, Claim No. 21319. Mike Gerchoff, Claimant, vs. The National Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Claim dismissed and denied for lack of prosecution August 15, 1922.

Award of August 15, 1922, vacated and further hearing ordered October 5, 1922, for the purpose of receiving additional testimony, September 18, 1922. Commission award.

Index No. 385, Claim No. 20248. J. L. Getchell, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained a thirty per cent loss of vision of the left eye. Award, \$312.00, June 15, 1922.

Index No. 386, Claim No. 20884. John Gianone, Claimant, vs. Brewster Independent Coal Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a ten per cent loss of use of the right arm at the shoulder joint. Award, \$188.57 for temporary disability and \$139.00 for permanent disability, November 3, 1922.

Index No. 387, Claim No. 19567. J. T. Gilligan, Claimant, vs. W. J. Cameron & Company, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Approval of agreement entered October 21, 1921, through error, withdrawn, and claim ordered set for hearing, July 15, 1922. Commission award.

Commission award of July 15, 1922, affirmed August 25, 1922. Commission award.

Index No. 388, Claim No. 22935. John Giordano, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Hernia. Claim dismissed and denied for lack of sufficient proof, November 18, 1922.

Index No. 389, Claim No. 8236. Joe Glaviano, Deceased; Anna Glaviano, his Widow, in behalf of herself and Mary, Jennie and Anglino Glaviano, Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Supplemental award, compensation of widow terminated by death and compensation of minor dependents ordered paid to trustee, March 27, 1922.

Index No. 390, Claim No. 3624. Tony Glavich, Deceased; Antonio Glavic and Anna Glavic, Father and Mother, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, and Lloyds of London, Re-Insurer, Respondents.

Fatal. Question: Dependency. The evidence submitted does not sustain the contention that the claimants were dependent upon deceased. Claim for compensation denied January 11, 1922.

Index No. 391, Claim No. 12648. John Godfrey, Deceased; Rose Godfrey, Widow, in behalf of herself and Malvern Godfrey, John Godfrey, Richard Godfrey, William Godfrey and Thyra Godfrey, Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Supplemental award, compensation of minor dependent terminated by reason of said minor reaching the age of eighteen years, March 27, 1922.

Index No. 392, Claim No. 17720. Malvern J. Godfrey, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability, facial disfigurement. Award for temporary disability \$10.00, for facial disfigurement \$25.00, December 9, 1921.

Index No. 393, Claim No. 12271. Chas. Godo, Claimant, vs. Denver Alfalfa Milling and Products Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a total loss of use of the right arm and an eighty per cent loss of use of the left arm at the shoulder joint. Award, \$3,744.00, September 28, 1922.

Application for lump sum settlement for the purpose of purchasing real estate in Morgan County granted in the sum of \$1,000.00, October 6, 1922. Commission award.

Supplemental award of October 6, 1922, modified correcting manner of making payments and taking credits, November 10, 1922. Commission award.

Referee's award of September 28, 1922, affirmed November 10, 1922. Commission award.

Index No. 394, Claim No. 21919. Harry Goldberg, Claimant, vs. American Waste Paper Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Question: Casual employee. Claimant was a carpenter and worked here and there. At the time of his accident he was employed at carpenter work and not in the usual course of trade and business carried on by the respondent employer. Held: That the claimant was a casual employee. Compensation denied July 10, 1922.

Index No. 395, Claim No. 13647. John Goldberg, Claimant, vs. Evergreen Mines Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of returning to home in Sweden granted in the sum of \$148.87, October 14, 1922. Commission award.

Index No. 396, Claim No. 15617. James T. Goldie, Claimant, vs. The Denver Tramway Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$10.00 per week so long as claimant should be totally disabled, January 12, 1922.

Index No. 397, Claim No. 22927. Frank Gonelli, Claimant, vs. The Nuckolls Packing Company, Employer, and United States Casualty Company, Insurer, Respondents.

Temporary disability. Award, \$9.00 per week during disability, November 22, 1922.

Index No. 398, Claim No. 14943. Casimiro Gonzales, Deceased; Theodora Gonzales, Widow, in behalf of herself and Filbert Gonzales, Cipriano Gonzales and Benigna Gonzales, Minor Children, Dependents, Claimants, vs. American Smelting and Refining Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for the purpose of paying for an operation for appendicitis granted in the sum of \$150.00, July 24, 1922. Commission award.

Index No. 399, Claim No. 17972. D. Gonzales, Claimant, vs. The Pueblo Bridge and Construction Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Supplemental award. Claimant sustained a sixty per cent loss of use of the right arm at the shoulder. Award, \$1,248.00, May 8, 1922.

Application for lump sum settlement for the purpose of purchasing real estate in Trinidad, Colorado, denied June 14, 1922. Commission award.

Index No. 400, Claim No. 19841. Joe Gonzales, Claimant, vs. Huerfano Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award: Compensation as provided by agreement to June 7, 1922. Claim for further compensation denied October 11, 1922.

Index No. 401, Claim No. 22343. Joseph Gonzales, Deceased; Sidelia Gonzales, Widow, in behalf of herself and Palmira Gonzales, and Rafaelita Gonzales, and Ernia Gonzales, Minor Daughters, Dependents, Claimants, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Wages. Decedent's weekly wages were \$16.49. Award, \$2,578.12, funeral, \$75.00, November 14, 1922.

Index No. 402, Claim No. 19640. Luis Gonzales, Claimant, vs. The Turner Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a disability equal to the amputation of the index finger at the proximal joint. Award, \$180.00, March 3, 1922.

Index No. 403, Claim No. 13367. Smith Gooch, Claimant, vs. American Beet Sugar Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant was disabled from April 22, 1920, to August 27, 1920, and sustained a thirty per cent loss of use of the right arm at the elbow. Award, \$560.13, July 28, 1922. Commission award.

Award of July 28, 1922, affirmed October 19, 1922. Commission award.

Index No. 404, Claim No. 19705. Aloysius Goode, Claimant, vs. Jonas Brothers, Employer, and The Fidelity and Casualty Company of New York, Insurer, Respondents.

Hernia. Award for temporary disability, \$35.71; medical and hospital, not to exceed \$200.00; special hernia operating fee, \$50.00, March 3, 1922.

Referee's award of March 3, 1922, affirmed March 27, 1922. Commission award.

Index No. 405, Claim No. 18994. O. R. Goodman, Claimant, vs. State Highway Department, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Questions: Temporary disability. Wages. Claimant's wages were \$19.50 per week. Award, \$26.47, June 24, 1922.

Index No. 406, Claim No. 18716. L. C. Goodson, Claimant, vs. Moffat Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a ten per cent. loss of use of the left foot at the ankle. Award, compensation as provided by agreement to May 1, 1922, and \$104.00 for permanent partial disability, August 19, 1922.

Referee's award of August 19, 1922, affirmed September 18, 1922. Commission award.

Index No. 407, Claim No. 16578. Robert Goris, Claimant, vs. A. Y. & Minnie Lease, Employer, and Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Temporary disability. Claimant was unable to resume work at the time of the hearing. Award, \$10.00 per week so long as the claimant shall be totally disabled. March 24, 1922.

Index No. 408, Claim No. 20440. William Gorman, Claimant, vs. The Colorado Springs Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Award, twenty-six weeks at \$10.00 per week for the loss of the right index finger at the metacarpal. Further hearing ordered in Colorado Springs July 28, 1922.

Index No. 409, Claim No. 20993. Pete Gotzoff, Deceased; Saveta P. Gotzoff, Widow, in behalf of herself and Jordana Gotzoff, Minor Daughter, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$1,041.67 (being maximum compensation reduced to one-third, account dependents being nonresidents of the United States), June 2, 1922.

Index No. 410, Claim No. 10164. John Goverenski, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Violation of safety rule. Permanent partial disability. Claimant sustained a loss of the ring and little finger and the metacarpal bones thereof, the loss of the middle finger at the distal joint. He was totally disabled until September 2, 1921, from causes other than those covered in the specific table. Held, riding a loaded trip and attempting to alight before it stopped was a violation of a reasonable safety rule. Compensation reduced fifty per cent. account violation of safety rule. Award, temporary disability, \$38.57; permanent partial disability, \$145.00, January 6, 1922.

Index No. 411, Claim No. 19105. Max P. Graf, Claimant, vs. Mrs. Martha Crowley, Employer, Respondent.

Question: Jurisdiction of Commission. Employer employed less than four employees. Claim dismissed for lack of jurisdiction, March 29, 1922.

Index No. 412, Claim No. 20778. Hugh Graham, Deceased; Maria Graham, Widow, Dependent, Claimant, vs. The Consolidated Coal and Coke Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, April 27, 1922.

Index No. 413, Claim No. 19215. Robert E. Graham, Claimant, vs. The Denver Tramway Company, Employer, Self-Insurer, Respondent.

Temporary disability. Claimant was paid compensation for his period of disability and sustained no permanent disability. Further compensation denied, June 17, 1922.

Index No. 414, Claim No. 20873. Neil Graham, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$42.86, June 15, 1922.

Temporary disability. Award, \$21.43, June 24, 1922.

Index No. 415, Claim No. F-313. George Graves, Claimant, vs. Dires Leasing Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for lump sum settlement for the purpose of going into the chicken business denied, September 8, 1922. Commission award.

Index No. 416, Claim No. 23124. C. L. Gray, Claimant, vs. Arthur & Allen, Employers, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability. Award, \$57.14, November 28, 1922.

Index No. 417, Claim No. 21011. Harry Gray, Claimant, vs. Colorado State Hospital, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a thirty per cent. loss of use of the left hand at the wrist. Award, \$312.00, November 22, 1922.

Index No. 418, Claim No. 19762. Thomas Gregory, Deceased; Mary E. Sullivan, Sister, in behalf of Herself and Edna John and Catherine Sullivan, Dependents, Claimants, vs. The Trinidad Electric Transmission Railway and Gas Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Question: Dependency. Held: Decedent's sister was not dependent as her husband contributed over \$900.00 to her support during the year preceding the accident. Compensation denied. Award, funeral, \$75.00, April 10, 1922.

Referee's award of April 10, 1922, affirmed May 3, 1922. Commission award.

Index No. 419, Claim No. F-140. William N. Grenfell, Claimant, vs. Camp Bird, Ltd., Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Attorney's fees allowed in the sum of \$275.00, in addition to those heretofore allowed, March 27, 1922. Commission award.

Commission reversed by Denver District Court, February 6, 1922. District Court reversed, and award of Commission affirmed by Supreme Court.

Index No. 420, Claim No. 21627. Juanita Griego, Claimant, vs. Midwest Restaurant Company, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, \$62.00, September 12, 1922.

Index No. 421, Claim No. 19067. Irene Griffith (Irene Griffith Mesch), Claimant, vs. The Coco Soap Company, Employer, and The Travelers Insurance Company, Insurer, Respondents.

Referee's award of November 8, 1921, affirmed December 13, 1921. Commission award.

Index No. 422, Claim No. 22761. Richard Griffith, Claimant, vs. The Coffin Packing and Provision Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a seventy-five per cent. loss of use of the ring finger of the left hand at the distal joint. Award, \$27.00 temporary disability, \$27.00 permanent partial disability, October 14, 1922.

Index No. 423, Claim No. 14798. U. G. Griffith, Claimant, vs. The Bourk Donaldson-Taylor Fruit Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Extent of permanent partial disability. Claimant sustained a ten per cent. loss of use of right arm measured from the shoulder. Award, \$208.00, January 23, 1922.

Index No. 424, Claim No. 18631. George W. Grimes, Claimant, vs. The Empson Packing Company, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a fifty per cent. permanent total disability. His age was 58 years. Expectancy, 15.39 years. Award, \$2,600.00, October 28, 1922.

Index No. 425, Claim No. 13866. William Grimes, Deceased; Tennie Grimes, Widow, Dependent, Claimant, vs. The American Smelting and Refining Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for the purpose of paying a mortgage on a home in Pueblo, denied July 24, 1922. Commission award.

Index No. 426, Claim No. 11505. Earl A. Grotty, Claimant, vs. The Moffat Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a one hundred per cent. loss of use of the left leg measured at the hip joint. Award, \$2,080.00, January 16, 1922.

Index No. 427, Claim No. 15999. Pangracz Grusevnik, Claimant, vs. The Gordon Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Compensation was paid in full under an agreement and no permanent disability resulted from claimant's accident. Claim for compensation denied December 14, 1921.

Claimant ordered examined by a physician and a further hearing ordered to receive additional testimony, February 8, 1922. Commission award.

Award, \$3.50 per week from July 21 to September 15, 1922. Further hearing ordered after September 15, 1922, for the purpose of receiving further testimony, April 12, 1922. Commission award.

Supplemental award: Permanent partial disability. Claimant sustained a twenty per cent. loss of use of the right leg at the hip. Award, \$416.00, October 11, 1922.

Index No. 428, Claim No. 17965. Fannie Guckenheime, Claimant, vs. The National Jewish Hospital, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Further hearing ordered August 31, 1922, for the purpose of receiving additional testimony, July 5, 1922. Commission award.

Index No. 429, Claim No. 19013. Liborio Gugliuzza, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained a ten per cent loss of vision of the right eye. Claimant had been paid compensation in the sum of \$156.00. Claim for further compensation denied March 29, 1922.

Index No. 430, Claim No. 17814. Gilbert Guibara, Claimant, vs. J. V. Stryker, Employer, and The Aetna Life Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a twenty-five per cent loss of use of the right leg at the ankle which became fixed and permanent December 12, 1921. Award, compensation as provided by agreement to December 12 and twenty-six weeks' compensation at \$9.00 per week for permanent disability, September 20, 1922.

Supplemental award. Question: Standard policy as adopted and prescribed by the Commission. The claimant is entitled to compensation as provided by the agreement to December 17, 1921, and twenty-six weeks' compensation on account of permanent disability as the policy was not written on the standard form adopted and prescribed by this Commission, and as the employer in fact was not insured, all compensation due and payable to the claimant is ordered increased by fifty per cent as provided by Section 27 of the Workmen's Compensation Law. Award, \$524.57 increased by fifty per cent or \$786.85, November 16, 1922. Commission award.

Index No. 431, Claim No. 19880. Harry Guillar, Claimant, vs. The Denver Elevator Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a ten per cent loss of use of the left leg at the ankle. This became fixed and permanent as of April 1, 1922. Award, temporary disability \$38.57, specific disability \$104.00, June 29, 1922.

Referee's award of June 29, 1922, affirmed August 15, 1922. Commission award.

Index No. 432, Claim No. 20122. Ysabel Guitierrez, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Supplemental award. Temporary disability. Award, \$71.43 additional compensation, October 28, 1922.

Index No. 433, Claim No. 16876. Frank K. Gunn, Deceased; Edith A. Gunn, Widow, and Francis W. Gunn, Minor Son, Dependents, Claimants, vs. Isabella Mines Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Fatal. Question: Cancer of the stomach aggravated by an accident. Held: Claimant's cancerous condition was aggravated by smoke and over-exertion and his death was the proximate result of an accident. Award, \$3,125.00, funeral \$75.00, October 4, 1922.

Index No. 434, Claim No. 16302. Tranquilino Gurule, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained an amputation of the ring finger of the right hand at the distal joint. Award, \$50.00, April 19, 1922

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Index No. 435, Claim No. 16353. Edwin C. Haggerty, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Question: Permanent partial and temporary disability. Claimant sustained a 25 per cent loss of use of the right leg at the knee, and a ten per cent loss of use of the right hand at the wrist. The injury to the right hand alone disabled the claimant twelve weeks. Award, paid temporary disability twelve weeks, for permanent partial disability 34.75 weeks, or \$467.50, April 5, 1922.

Index No. 436, Claim No. 19266. L. C. Haggerty, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Temporary disability and facial disfigurement. Award, temporary disability, \$2.86, facial, \$10.00, total \$12.86, April 6, 1922.

Index No. 437, Claim No. 20516. James W. Hagin, Claimant, vs. Reliable Detective Bureau, Employer, Respondent.

Questions: Temporary disability. Employer not insured. Award, \$84.29 increased fifty per cent account employer failing to carry insurance, or \$126.44, May 18, 1922.

Question: Services arising out of and in the course of employment. Held: Claimant was not employed by the respondent at the time of accident. Compensation denied July 5, 1922. Commission award.

Index No. 438, Claim No. 17692. E. V. Hagley, Claimant, vs. Denver Rock Drill Manufacturing Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Loss of vision. Claimant sustained a ten per cent loss of vision of the right eye. Award, \$104.00, December 14, 1921.

Index No. 439, Claim No. 18252. Jacob Hahn, Claimant, vs. The North Poudre Irrigation Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$70.00, December 9, 1921.

Index No. 440, Claim No. 20275. Lockwood G. Hales, Claimant, vs. Gates Rubber Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a thirty-five per cent loss of use of the right arm at the shoulder. Award, \$728.00, September 20, 1922.

Referee's award of September 20, 1922, affirmed November 29, 1922. Commission award.

Index No. 441, Claim No. 11359. William Hambley, Claimant, vs. Hassell Iron Works Company, Employer, and The Ocean Accident and Guarantee Corp., Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained permanent partial disability of the toe nearest the great toe at the metatarsal joint. Award, \$10.00 per week for eleven weeks, April 3, 1922.

Index No. 442, Claim No. 16971. Edward Hamidy, Deceased; Caterina Hamidy, Mother, Enice Hamidy, Sister, Elsie Hamidy, Sister, Dependents, Claimants, vs. The Moffat Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Dependency. Decedent's mother and minor sisters were found not to be dependents. Compensation denied. Award, \$75.00 funeral expense, December 12, 1921.

Held, dependents were thirty-eight and eighty-three hundredths per cent dependent. Award, \$1,150.94, funeral \$75.00. This award ordered substituted in lieu of Referee's award of December 12, 1921, January 6, 1922. Commission award.

Index No. 443, Claim No. 18339. C. A. Hampton, Deceased; Susan L. White, Mother, Dependent, Claimant, vs. Triangle Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Dependent's notice and claim for compensation dismissed and denied for lack of prosecution June 29, 1922.

Index No. 444, Claim No. 1237. James A. Haney, Deceased; Maud E. Haney, his Widow, in behalf of herself and Denzil Haney and Maxine Haney, Dependents, Claimants, vs. The Colorado Ice and Cold Storage Company, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Application for lump sum settlement for the purpose of depositing the money in trust for the minor dependents denied June 30, 1922. Commission award.

Index No. 445, Claim No. 21825. Hans Hansen, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a sixty per cent permanent total disability. His age was 37 years. Expectancy 30.35 years. Award, \$2,600.00, October 6, 1922.

Index No. 446, Claim No. 20842. John M. Hansen, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Loss of vision. Claimant sustained a ten per cent loss of vision of the left eye. Award, \$104.00, August 4, 1922.

Index No. 447, Claim No. 19498. John Hanson, Claimant, vs. Denver Gas and Electric Light Company, Employer, Self-Insurer, Respondent.

Question: Reasonable medical fees. Award, \$50.00, May 22, 1922.

Index No. 448, Claim No. 18521. Wesley Harbaugh, Claimant, vs. Motor Accessory & Tire Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Questions: Temporary disability. Wages. Held, wages were \$12.00 per week. Award, compensation at \$6.00 per week in the total sum of \$11.14, January 31, 1922.

Index No. 449, Claim No. 16526. James Harding, Claimant, vs. Grant Shields, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Questions: Permanent partial disability. Reduced earning capacity. Award for reduced earning capacity, \$88.57; for specific disability, amputation, \$160.00, December 5, 1921.

Index No. 450, Claim No. 21888. Frank Harland, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Enucleation of the eye. Wages. Claimant's wages were \$10.74 per week. Award, \$31.45 for temporary disability and one hundred and thirty-one weeks at \$5.37 per week on account of enucleation of the eye, July 15, 1922.

Index No. 451, Claim No. 20464. W. J. Harmen, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Claimant was disabled less than ten days. Compensation denied October 13, 1922.

Index No. 452, Claim No. 13054. Nellie Harrington, Claimant, vs. Vienna City Laundry Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Supplemental award: Total disability on June 17, 1921, award was entered requiring respondents to pay compensation at \$6.00 per week and continuing until September 1, 1921, at which time a further hearing was ordered. Held: Claimant is totally and permanently disabled. Award, \$6.00 per week on and after September 1, 1921, and during each week so long as the claimant shall live, March 3, 1922.

Referee's award of March 3, affirmed April 3, 1922. Commission award.

Index No. 453, Claim No. 19726. Charles Harriman, Claimant, vs. County of Huerfano, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Claimant was totally disabled at time of hearing. Award, further compensation at \$10.00 per week as provided by agreement, July 15, 1922.

Index No. 454, Claim No. 21427. Mabel C. Harris, Claimant, vs. School District No. 23, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claim dismissed and denied for lack of prosecution September 9, 1922.

Index No. 455, Claim No. 20514. Clyde L. Harrison, Claimant, vs. Craig-Porter-Weaver Company, Employer, and Royal Indemnity Company, Insurer, Respondents.

Question: Perforation of gastric ulcer as accident. Claimant sustained an accident resulting in the perforation of a gastric ulcer. Held: The employer takes the employee in the condition which he may be found. The perforation of the gastric ulcer was an accident under the law. Award, \$48.57, March 27, 1922.

Index No. 456, Claim No. 18093. John Max Hartley, Deceased; Mary E. Hartley, Widow, Dependent, Claimant, vs. R. A. McAlpine, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Validity of agreement between claimant and employer after claim is filed. Held: The filing of the claim was an election to proceed

under the Workmen's Compensation Act and the jurisdiction of the Commission having attached, any agreement entered between the employer and the claimant is void. Claim continued for further hearing, December 8, 1921.

Fatal. Dependency. The claimant had secured an interlocutory decree of divorce before the death of decedent and was living apart from him. Compensation denied July 26, 1922.

Further hearing ordered, for the purpose of receiving additional testimony, August 15, 1922. Commission award.

Award, \$4,687.50 being maximum compensation increased fifty per cent on account of the employer's failure to insure, funeral \$111.50, November 9, 1922. Commission award.

Index No. 457, Claim No. 19414. Scott Lewis Hashman, Deceased; Maud E. Hashman, Mother, in behalf of herself and Carl and Harry Hashman, Minor Brothers, Dependents, Claimants, vs. American Beet Sugar Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.

Fatal. Question: Dependency. Mother and two minor brothers held to be twelve twenty-sevenths totally dependent upon the deceased. Award, \$1,388.88, funeral \$75.00, July 8, 1922.

Referee's award of July 8, 1922, affirmed August 15, 1922. Commission award.

Index No. 458, Claim No. 19056. M. Hassell, Claimant, vs. Pueblo Bridge and Construction Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Question: Permanent partial. Facial disfigurement. Claimant sustained a thirty-three and one-third per cent loss of hearing in the right ear. Award for permanent partial, \$116.67; for facial disfigurement, \$150.00, July 29, 1922.

Index No. 459, Claim No. 18789. Mrs. Beth Hastings, Claimant, vs. Gem Towel and Laundry Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Wages, permanent partial disability. Held, wages were \$10.00 per week. Claimant was totally disabled from May 21, to October 1, 1921, and has sustained a thirty-five per cent loss of use of the index and second fingers of the right hand measured from the proximal joint. Award for temporary disability, \$87.14, permanent partial, \$54.25, March 17, 1922.

Index No. 460, Claim No. 18258. J. A. Hawk, Claimant, vs. Cresson Consolidated Gold Mining & Milling Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondent.

Questions: Loss of vision. Disability as a working unit. Claimant sustained an enucleation of the left eye and a twenty-five per cent loss of vision of the right eye, by reason of the claimant's age, 52 years, this amounts to a disability to the claimant of fifty per cent as a working unit. Award, \$2,600.00, January 11, 1922.

Index No. 461, Claim No. 21025. Charles Hawkins, Claimant, vs. William Olson and Son, Employer, and Southern Surety Company, Insurer, Respondents.

Question: Freezing hands and feet as accident. There is no evidence in this claim that the freezing was a result of the accident, but rather that it was the result of exposure to the weather incident to employment and not accident under the Workmen's Compensation Act, May 17, 1922.

Index No. 462, Claim No. 17988. Louis M. Hawkins, Claimant, vs. Minerals Receiving Company, Employer, and Travelers' Insurance Company, Insurer, Respondents.

Hernia. The identity of the employer for whom the claimant was working at the time of the accident has not been established by the claimant. Compensation denied December 19, 1921.

Index No. 463, Claim No. 16467. J. R. Hawksworth, Claimant, vs. The Graver Corporation, Employer, and The Ocean Accident and Guarantee Corporation, Limited, Insurer, Respondents.

Permanent partial disability. Claimant sustained a thirty per cent loss of use of the left foot measured at the ankle. Award, \$312.00, May 17, 1922.

Index No. 464, Claim No. 20898. John Hawthorne, Claimant, vs. Westinghouse Electric and Manufacturing Company, Employer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution June 29, 1922.

Index No. 465, Claim No. 23116. Joseph Hayes, Claimant, vs. The Postal Telegraph-Cable Company, Employer, Respondent.

Rejection of the act. The employer rejected the act in writing in 1915. Claim dismissed and denied for lack of jurisdiction November 4, 1922.

Index No. 466, Claim No. 20107. Harry F. Haynes, Claimant, vs. Denver Shale Brick Company, Employer, Respondent.

Employer not insured. Questions: (1) Whether the employer, having elected to comply with the act, can claim exemption therefrom; (2) Validity of settlement between employer and employee. Held: The settlement is invalid, the employer being subject to the jurisdiction of the Commission. Award, \$9.00 per week increased fifty per cent or \$13.50 per week so long as the claimant shall be disabled. Medical not to exceed \$300.00, April 3, 1922.

Index No. 467, Claim No. 21022. Dan E. Hayward, Claimant, vs. University of Colorado, Boulder, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Medical expense. Claimant sustained no loss of work and no permanent disability. Award, medical, surgical and hospital relief during the first sixty days after the accident and not to exceed \$200.00, July 8, 1922.

Index No. 468, Claim No. 20325. J. S. Heighton, Claimant, vs. Verner Z. Reed Estate, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Question: Accident. Held: Condition of foot was caused by the shoes which the claimant was wearing and by standing in wet concrete, and did not arise from an accident as defined by the Workmen's Compensation Act. Compensation denied February 10, 1922.

Index No. 469, Claim No. 21984. E. E. Henderson, Claimant, vs. City of Pueblo, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution and lack of evidence November 29, 1922.

Index No. 470, Claim No. 21381. Frances Henderson, Claimant, vs. Hotel Vail (John F. Vail), Employer, and The Fidelity and Casualty Company, Insurer, Respondents.

Temporary disability, nursing services. Award, \$7.86; nursing services \$15.00, November 22, 1922.

Index No. 471, Claim No. 21737. Frances Marion Henderson, Deceased; Pansy Bell Henderson, Widow, and Juanita Henderson, Minor Daughter, Dependents, Claimants, vs. River Smelting and Refining Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Fatal. Question: Wages. Decedent's wages were found to be \$18.00 per week. Award, \$2,808.50, funeral \$75.00, October 28, 1922.

Index No. 472, Claim No. 17249. George Herbel, Claimant, vs. The Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Questions: Compensable accident and accident as proximate cause of present condition. Held: Claimant sustained an accident which disabled him less than two weeks and his present condition is due to hemorrhage of the brain which arose from hardening of the arteries, and not as a result of the accident. Compensation denied July 17, 1922.

Index No. 473, Claim No. 23859. F. W. Herbert, Claimant, vs. A. A. Stapp, Employer, Respondent.

Questions: Permanent partial disability. Wages. Employer not insured. Claimant sustained the amputation of the index finger at the proximal joint. His wages were \$18.00 per week. Award, \$9.00 per week for eighteen weeks increased by fifty per cent as provided by Section 27 of the act or \$243.00, November 28, 1922.

Index No. 474, Claim No. 19974. Manuel Hernandez, Claimant, vs. American Smelting and Refining Company, Employer, Self-Insurer, Respondent.

Questions: Approval of agreement. Rule violation. Agreement provided for compensation at \$9.35 per week reduced fifty per cent on account of a rule violation or compensation in the sum of \$4.77. No appearance was made by claimant. Agreement ordered approved and payment of compensation thereunder approved as final, June 3, 1922.

Index No. 475, Claim No. 16871. Rafael Hernandez, Deceased; Luz Vasquez Hernandez, Widow, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Fatal. Dependent's notice and claim for compensation dismissed and denied for lack of prosecution April 19, 1922.

Index No. 476, Claim No. 20213. John F. Hettwer, Claimant, vs. The Prudential Insurance Company of America, Employer, Self-Insurer, Respondent.

Questions: Approval of agreement. Facial disfigurement. Agreement and payment of \$23.33 for temporary disability approved. Claimant sustained no facial disfigurement and claim for further compensation is denied, February 10, 1922.

Index No. 477, Claim No. 22819. Mike Heslin, Claimant, vs. Blue Flag-Silverton Gold Mining Company, Employer, Respondent.

Questions: Temporary disability. Employer not insured. Award, \$52.86 increased fifty per cent by reason of failure of employer to carry insurance, or \$79.29, October 28, 1922.

Index No. 478, Claim No. 20830. William B. Hickey, Claimant, vs. McPhee and McGinnity Company, Employer, Self-Insurer, Respondent.

Hernia. Claimant sustained no loss of earnings and all hospital and medical bills were paid. Compensation denied July 5, 1922.

Index No. 479, Claim No. 19339. Henry Hicks, Deceased; Quincy E. Hicks, Widow, in behalf of herself and Sophia Hicks, Lucille Hicks and Jennie May Hicks, Minor Children, Dependents, Claimants, vs. Temple Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, attorney's fees \$50.00, January 11, 1922.

Application for lump sum settlement for the purpose of allowing claimant to pay encumbrances on real estate, denied October 5, 1922. Commission award.

Index No. 480, Claim No. 13493. George T. Higgins, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution December 6, 1921.

Index No. 481, Claim No. 19648. E. G. Higinbotham, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Claimant was not disabled more than ten days by his accident, but by appendicitis. Compensation denied October 13, 1922.

Index No. 482, Claim No. 17795. T. H. Hine, Claimant, vs. The Town of Ault, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week during disability, June 1, 1922.

Index No. 483, Claim No. 17534. Wilbur F. Hinman, Claimant, vs. The Salida Industrial Stores Company, Employer, Respondent.

Questions: Respondent employer not insured. Medical liability. Claimant was not disabled over ten days. Award: Respondents to reimburse claimant for \$150.00 previously expended for medical attention and to furnish \$90.00 additional medical treatment, which the claimant elected to accept, January 23, 1922.

Referee's award of January 23, 1922, affirmed February 24, 1922. Commission award.

Index No. 484, Claim No. 18854. Rachel Hirsh, Claimant, vs. Stella Silver, Employer, Respondent.

Temporary disability, respondent employer not insured. Award, \$160.71, being \$107.14 increased fifty per cent by reason of employer failing to insure, December 5, 1921.

Further hearing ordered January 24, 1922, for the purpose of receiving the testimony of physicians, January 6, 1922. Commission award.

Claim for compensation denied. This award ordered substituted for the Referee's award of December 5, 1921, February 10, 1922. Commission award.

Index No. 485, Claim No. 19208. I. O. Hittle, Claimant, vs. Western Auto Supply Company, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Approval of agreement entered October 15, 1921, withdrawn, and claim ordered set for hearing, July 15, 1922. Commission award.

Commission award of July 15, 1922, affirmed August 25, 1922. Commission award.

Index No. 486, Claim No. 10042. Hugh Hobbs, Sr., Claimant, vs. Black Canon Coal and Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of buying a house and lot in Colorado Springs, Colorado, granted in the sum of \$522.63, April 26, 1922. Commission award.

Index No. 487, Claim No. 20492. Thomas Hodgen, Claimant, vs. The Denver Tramway Company, Employer, Self-Insurer, Respondent.

Temporary disability. Held: Claimant was totally disabled at the time of hearing and permanent disability could not be determined. Award, \$10.00 per week from November 14 so long as the claimant shall be totally disabled, February 28, 1922.

Index No. 488, Claim No. 21218. Edmond R. Holden, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Wages. Temporary disability. Permanent partial disability. Claimant's wages were \$15.84 per week. Claimant sustained the loss of use of the little finger of the right hand equivalent to amputation at the second joint; of the ring finger equivalent to one-third amputation at the second joint; of the middle finger equivalent to one-tenth amputation at the second joint. Award, \$107.07, November 16, 1922.

Index No. 489, Claim No. 17946. Granville B. Holland, Claimant, vs. Pueblo Ice Cream Company, Employer, and The Fidelity and Casualty Company, Insurer, Respondents.

Temporary and permanent partial disability. Award, \$10.00 per week from May 1, to May 16, 1921, and sixteen weeks specific, total, \$181.43, April 27, 1922.

Index No. 490, Claim No. 20820. S. C. Holman, Deceased; Lovie Holman, Widow, in behalf of herself and Byron Holman, Roma R. Holman, and Floenda Holman, Minor Son and Daughters, Dependents, Claimants, vs. The Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, April 22, 1922.

Index No. 491, Claim No. 18556. William Holmes, Claimant, vs. Windsor Farm Dairy Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a ten per cent loss of use of left hand measured at the wrist. Award, 10.4 weeks at \$8.75 per week, or \$91.00, January 18, 1922.

Index No. 492, Claim No. 20411. Thomas F. Holohan, Claimant, vs. State Department of Safety, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained an eighty per cent loss of use of left arm measured at the shoulder, twenty per cent loss of use of left leg measured at the hip and has been impotent since the injury. His age is 45 years. Taking into account the claimant's permanent injury and his age, he is entitled to maximum compensation for permanent partial disability. Award, \$2,600.00, March 22, 1922.

Application for lump sum settlement for the purpose of completing payments on home in Denver, granted in the sum of \$600.00, May 3, 1922. Commission award.

Application for lump sum settlement for the purpose of having dental work done, granted in the sum of \$280.00, November 18, 1922. Commission award.

Index No. 493, Claim No. 23533. W. B. Holsteen, Claimant, vs. C. S. Lawson, Employer, Respondent.

Question: Employer not insured. The employer employed three men regularly. Claim dismissed for lack of jurisdiction, November 15, 1922.

Index No. 494, Claim No. 21026. Noah B. Holt, Claimant, vs. Colorado State Hospital, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a fifty per cent. loss of use of the left thumb at the distal joint. Award, \$90.00, July 18, 1922.

Index No. 495, Claim No. 22811. Sarah A. Holt, Claimant, vs. Oakes Home Association, Employer, and Fidelity and Casualty Company, Insurer, Respondents.

Claimant was disabled only ten days. Claim for compensation denied, October 9, 1922.

Index No. 496, Claim No. 17420. Frank Horn, Claimant, vs. The Fulton Irrigating Ditch Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a fifty per cent. loss of use of the right leg at the hip. Award, compensation for temporary disability to March 1, 1922, and \$1,040.00 for permanent disability, November 28, 1922.

Index No. 497, Claim No. 18676. Mary Hornish, Claimant, vs. Model Cleaners and Dyers, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Medical fees and liability. Award, \$58.00, January 12, 1922.

Index No. 498, Claim No. 21961. Daniel E. Hose, Claimant, vs. The Plummer Mercantile Company, Employer, The Otis Elevator Company, Employer, and The Royal Indemnity Company, Insurer, The Employers' Liability Assurance Corporation, Insurer, Respondents.

Temporary disability. Award, \$54.34, September 11, 1922.

Index No. 499, Claim No. 9606. Charles C. Hosselkus, Claimant, vs. American Fluor Spar Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for lump sum settlement denied, February 10, 1922. Commission award.

Index No. 500, Claim No. 20822. Miles F. House, Claimant, vs. W. C. Johnston, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Hernia. Award, \$10.00 per week from January 17 to February 19, inclusive; special hernia operating fee, \$50.00, May 25, 1922.

Index No. 501, Claim No. 12534. John W. Howell, Claimant, vs. Golden Cycle M. & R. Company, Employer, Self-Insurer, Respondent.

Supplemental award. Permanent partial disability. Claimant sustained a permanent shortening of the left foot. His age was 45 years; expectancy, 24.54, which is equivalent to a twenty-five per cent. permanent total disability. Award, \$2,600.00, August 25, 1922.

Index No. 502, Claim No. 20957. Thomas Howell, Claimant, vs. The Colorado Springs Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Claimant's temporary disability terminated April 16, 1922, and compensation is ordered paid to that date as provided by agreement approved March 24, 1922, August 25, 1922.

Index No. 503, Claim No. 18244. John Hrabcek, Claimant, vs. American Smelting and Refining Company, Employer, Self-Insurer, Respondent.

Questions: Violation of safety rule. Temporary disability. Claimant was injured while attempting to put on a belt pursuant to his foreman's instructions. This was no rule violation. Award, \$161.43, January 16, 1922.

Index No. 504, Claim No. 18975. Frank Hren, Claimant, vs. Atlas Mining and Milling Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Claimant was unable to work at the time of hearing. Award, \$10.00 per week as provided by agreement during disability, July 21, 1922.

Index No. 505, Claim No. 22320. J. C. Hubbard, Claimant, vs. The Pacific Lumber Company, Employer, and The State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$9.90 per week during disability. Further hearing ordered December 12, 1922, to determine permanent disability, October 14, 1922.

Index No. 506, Claim No. 9878. Jerry Hughes, Claimant, vs. Sunnyside Mining and Milling Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award; compensation to be paid according to agreement previously approved so long as claimant's disability shall continue, December 14, 1921.

Award, \$10.00 per week from June 13, 1919, to April 12, 1922. Further hearing ordered May 24, 1922, to determine claimant's right to further compensation. This award substituted in lieu of Referee's award of December 14, 1921, April 12, 1922. Commission award.

Compensation terminated on account of claimant's refusal to accept further operative treatment which was tendered him and on the ground that he has received compensation in excess of the compensation actually due him, July 26, 1922. Commission award.

Commission award of July 26, 1922, affirmed September 1, 1922. Commission award. Case now pending in District Court, City and County of Denver.

Index No. 507, Claim No. 20689. Raymond Hughes, Deceased; Lizzie Hughes, Mother, in behalf of herself and Minor Brothers and Sisters of Decedent, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Question: Dependency. The mother, minor sisters and brothers of the deceased were found to be forty-nine and one-tenth per cent. dependent. Award, \$1,534.37, funeral, \$75.00, attorney's fees allowed \$100.00, May 15, 1922.

Index No. 508, Claim No. 21037. Samuel Hughes, Claimant, vs. Union Printers' Home, Employer, and The Ocean Accident and Guarantee Corporation, Limited, Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution, May 6, 1922.

Index No. 509, Claim No. 15640. Walter E. Hughes, Claimant, vs. The Broker Warehouse Company, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Approval of agreement entered December 2, 1920, through error, withdrawn, and claim ordered set for hearing, July 15, 1922. Commission award.

Commission award of July 15, 1922, affirmed August 25, 1922. Commission award.

Index No. 510, Claim No. 22452. Keith Huiatt, Claimant, vs. The Standard Engineering and Construction Company, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Temporary disability. Claimant's permanent disability cannot be determined at this time. Award, \$9.00 per week during disability, November 3, 1922.

Index No. 511, Claim No. 18512. Gust Hulias, Claimant, vs. Red Cross Hospital, Employer, and Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents

Permanent partial disability. Claimant sustained a twenty per cent. loss of use of right arm measured from shoulder joint. Award, \$416.00, January 17, 1922.

Index No. 512, Claim No. 9644. William T. Hunter, Deceased; Edna May Hunter, Widow, in behalf of herself and Louis F. Hunter, Erma Isabell Hunter, Wendell F. Hunter, and Denella Lee Hunter, Minor Children, Dependents, Claimant, vs. The State of Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Accident arising out of and in the course of employment. Claimant's death arose in the course of employment, but did not arise out of employment. Compensation denied July 15, 1922. Commission award.

Compensation denied. This award substituted in lieu of the award of July 15, 1922, August 15, 1922. Commission award.

Further time until September 9, 1922, granted the parties in which to present application for review of the Commission's award of August 15, 1922, August 26, 1922. Commission award.

Award of August 15, 1922, affirmed September 18, 1922. Commission award. Case now pending in the District Court, City and County of Denver.

Index No. 513, Claim No. 9826. Clarence Hurst, Claimant, vs. The Curtis Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Question: Permanent disability. Held, claimant sustained no permanent disability. Further compensation denied, March 17, 1922.

Index No. 514, Claim No. 20472. Francis Hussion, Claimant vs. Martin Garage Company, Employer, and Continental Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a ten per cent. disability of the right hand at the wrist. Award, \$104.00, August 4, 1922.

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Index No. 515, Claim No. 19158. C. A. Inghram, Claimant, vs. Board of Water Commissioners, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week, October 13 to December 1, 1921. Further hearing ordered January 24, to determine permanent disability if any, January 6, 1922.

Permanent partial disability. Claimant sustained a five per cent. permanent total disability. His age was 62 years; expectancy, 12.86 years. Award, \$334.36, June 29, 1922.

Referee's award of June 29, 1922, affirmed July 19, 1922. Commission award.

J

Index No. 516, Claim No. 18193. David Jackson, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Facial disfigurement. Award, \$125.00, April 27, 1922.

Index No. 517, Claim No. 22669. Werner Jackson, Claimant, vs. Radium Company of Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Questions: Loss of vision. Facial disfigurement. Claimant sustained a fifty per cent. loss of vision in the right eye. Award, \$11.43 for temporary disability, \$50.00 for facial disfigurement, \$52.00 loss of vision, November 4, 1922.

Index No. 518, Claim No. 16158. Osce Jenkins, Claimant, vs. American Beet Sugar Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a twenty per cent. loss of use of the index finger of the left hand at the distal joint. This became fixed and permanent December 17, 1920. Compensation was paid to December 16. Award, \$18.00 further compensation, July 8, 1922.

Index No. 519, Claim No. 21953. Clarence Jenness, Claimant, vs. The Newton Lumber and Manufacturing Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Temporary disability. Claimant received compensation during disability and sustained no permanent disability. Claim for further compensation dismissed and denied September 12, 1922.

Index No. 520, Claim No. 20260. Thomas Jennings, Claimant, vs. Hidden Treasure Mines Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Question: Temporary disability. Award, \$10.00 per week from December 20, 1921, to July 1, 1922. Further hearing ordered to determine claimant's permanent disability, if any, June 10, 1922.

Index No. 521, Claim No. 18843. Benjamin B. Jessup, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a permanent disability equal to the amputation of the left ring finger at the distal joint. Award, \$40.00, April 5, 1922.

Index No. 522, Claim No. 23121. Hank Jones, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained an amputation of the ring finger of the right hand at the distal joint. Award, \$47.14, November 18, 1922.

Index No. 523, Claim No. 21468. Herbert W. Jones, Claimant, vs. The City and County of Denver, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week during disability and a further hearing ordered during December, 1922, to determine permanent disability, October 4, 1922.

Index No. 524, Claim No. 15335. Jack Jones, Claimant, vs. Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a sixty per cent. loss of use of the right leg at the ankle. Award, compensation for temporary disability ordered paid as provided by agreement to December 1, 1922, and \$624.00 for permanent disability, November 23, 1922.

Index No. 525, Claim No. 21942. R. Jones, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$38.40, September 16, 1922.

Index No. 526, Claim No. 20067. William Jones, Deceased; Julia Jones, Widow, in behalf of herself and Minor Children William John Jones and Douglass Lowry Jones, Dependents, Claimants, vs. Colorado Collieries Company, Employer, and The Ocean Accident and Guarantee Corporation, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, June 15, 1922.

Application for lump sum settlement for the purpose of paying mortgage on property in Canon City, granted in the sum of \$600.00, July 5, 1922. Commission award.

Compensation to widow terminated by remarriage. \$15.00 per month ordered paid the widow for the use of the minor dependents and \$18.24 per month ordered paid to the Home Savings and Trust Company of Denver, as trustee, for the minor dependents, September 13, 1922.

Index No. 527, Claim No. 22672. Anthony Johnson, Deceased; Catherine Johnson, Widow, in behalf of herself and Minor Children, Dependents, Claimants, vs. The Pike's Peak Cons. Fuel Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, November 4, 1922.

Index No. 528, Claim No. 14818. E. A. Johnson, Claimant, vs. C. P. Blackwell, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a thirty-five per cent. loss of use of right leg measured at the hip. The compensation received by the claimant for temporary total disability exceeds the specific. Claim for additional compensation denied April 7, 1922.

Index No. 529, Claim No. 23037. Eli Johnson, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Temporary disability. Loss of wages. Claimant's permanent disability cannot be determined. Award, \$137.14 for temporary disability, and \$25.00 per month so long as claimant's loss in wages is \$50.00 per month, November 3, 1922.

Index No. 530, Claim No. 22757. Frank L. Johnson, Deceased; Anna V. Johnson, Widow, in behalf of Frank Newton Johnson, Minor Dependent, Dependents, Claimants, vs. The Elitch Gardens Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, October 18, 1922.

Index No. 531, Claim No. 17829. Henry Johnson, Claimant, vs. Midwest Steel and Iron Works Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant was totally disabled to February 2, 1922, and sustained a fifteen per cent. loss of use of the right leg at the knee. This injury became fixed February 2, 1922. Award for temporary disability, \$394.29; permanent partial disability, \$208.50, March 16, 1922.

Held: Claimant was totally disabled at the time of hearing and up to May 1, 1922. Award, \$10.00 per week after January 16, 1922, and until further ordered by this Commission; further hearing ordered May 2, 1922. This award ordered substituted in lieu of the Referee's award of March 16, 1922, April 3, 1922. Commission award.

Award, further compensation at \$10.00 per week to May 6, 1922, and at \$5.00 per week from May 6 to July 1, 1922, and further hearing ordered July 5 to determine claimant's right to further compensation, June 14, 1922. Commission award.

Award, further compensation in the sum of \$278.00, beginning July 1, 1922, October 13, 1922. Commission award.

Index No. 532, Claim No. 20571. Henry Johnson, Claimant, vs. The Robinson-Hunt Grain Company, Employer, and United States Casualty Company, Insurer, Respondents.

Temporary disability. Award, \$9.00 per week from January 4 to March 15, 1922, October 14, 1922.

Index No. 533, Claim No. 23580. John B. A. Johnson, Deceased; Mrs. John B. A. Johnson, Widow, in behalf of herself and Flora Johnson, Minor Daughter, Dependents, Claimants, vs. Hudson Realty Company, Employer, and The Fidelity and Casualty Company of New York, Insurer, Respondents.

Fatal. Employer not insured. The employer did not employ four employees and was therefore not subject to the jurisdiction of this Commission. Claim for compensation dismissed and denied for lack of jurisdiction November 28, 1922.

Index No. 534, Claim No. 19589. Nels Johnson, Claimant, vs. T. W. Conder, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Questions: Temporary disability. Permanent partial disability. Claimant sustained an amputation of the right thumb at the second joint and the index finger was also split. Award, temporary disability, \$15.71; specific disability, \$180.00, June 10, 1922.

Index No. 535, Claim No. 20045. Nels Johnson, Deceased; Hedwig Johnson, on behalf of herself and Minor Dependents Claimants vs. Mrs. P. Piltzter, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, June 6, 1922.

Application for lump sum settlement for the purpose of removing to California, denied September 20, 1922. Commission award.

Application for lump sum settlement granted in the sum of \$300.00, October 9, 1922. Commission award.

Index No. 536, Claim No. 20589. Olof Johnson, Claimant, vs. T. J. Collier, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Questions: Temporary disability and permanent partial disability. Held: The period of temporary total disability exceeds the specific period fixed by the law. Award, \$107.14, April 15, 1922.

Index No. 537, Claim No. 9623. Percy Johnson, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Condition not result of an accident. Claimant's condition was not the result of an accident, but the result of apoplexy. Compensation denied July 28, 1922.

Index No. 538, Claim No. 22853. T. J. Johnson, Claimant, vs. The Moc doc Consolidated Mines Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained the amputation of the little toe of the left foot. Award, \$40.00, October 27, 1922.

Index No. 539, Claim No. 2720. George N. Johnston, Deceased; Margaret Johnston, his Widow, in behalf of herself and Pearl E. Johnston, Letta R. Johnston, Verda I. Johnston, Myrtle J. Johnston, Esther M. Johnston, Minor Children, Dependents, Claimants, vs. Primos Chemical Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Supplemental award, compensation of minor dependent terminated by reason of said minor reaching the age of eighteen years, September 16, 1922.

Index No. 540, Claim No. 15287. William H. Joyce, Deceased, Bridget Elizabeth Jolce, Mother, Dependent, Claimant, vs. The C & G Lease, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Question: Dependency of mother. Held: Mother was six-eighths dependent upon deceased. Award \$2,343.75 (being six-eighths of maximum compensation of \$3,125.00), funeral \$75.00, January 23, 1922.

Referee's award of January 23, 1922, affirmed February 10, 1922. Commission award.

Index No. 541, Claim No. 9185. Matilde Juarez, Claimant, vs. The Wootton Land and Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution, January 11, 1922.

Index No. 542, Claim No. 16321. A. W. Jung, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Petition filed by physician for allowance of medical expense, denied. Award of September 6, 1921, affirmed April 25, 1922. Commission award.

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Index No. 543, Claim No. 10496. Andrew D. Kahler, deceased; Charles W. Kahler, and Robert F. Kahler, Minor Children, Dependents, Claimants, vs. The Mountain Ice & Coal Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Supplemental award. Compensation of minor dependents terminated by reason of said minor reaching the age of eighteen years. Compensation surviving to the remaining minor dependent to be paid to the Home Savings and Trust Company of Denver, as Trustee, March 27, 1922.

Index No. 544, Claim No. 19616. William Kaiser, Claimant, vs. The Yale Laundry Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a twenty per cent. loss of use of the right arm at the shoulder. Compensation was paid during temporary disability. Award, \$416.00, November 23, 1922.

Index No. 545, Claim No. 22186. Jack Kakara, Claimant, vs. A. W. Bernhard, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability. Award, \$12.86, August 25, 1922.

Index No. 546, Claim No. 18935. Mike Kamales, Claimant, vs. The Mofat Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Award increased fifty per cent. on account of previous injury to claimant. The award of July 29, 1921 granted claimant one hundred and fifty-six weeks' compensation in the sum of \$1,560.00. Claimant had to undergo a further operation and sustained an amputation of the right leg nearest the knee joint. Award, \$157.14 on account of temporary disability, and further compensation for a period of one hundred and thirty-nine weeks increased by fifty per cent. on account of the claimant's previous loss of vision of the right eye, or 208.5 weeks, or \$2,085.00. Claimant's bill for reimbursement for physicians and hospital treatment denied, as this did not arise within sixty days of the accident, March 22, 1922.

Application for lump sum settlement for the purpose of purchasing an artificial limb granted in the sum of \$125.00, April 22, 1922.

Application for lump sum settlement for the purpose of engaging in business in Lafayette, Colorado, denied April 22, 1922. Commission award.

Application for lump sum settlement for the purpose of purchasing a half interest in a pool hall at Lafayette, Colorado, granted in the sum of \$1,583.85, June 3, 1922. Commission award.

Index No. 547, Claim No. 21736. Joe Kambick, Claimant, vs. The Turner Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Hernia. Award, \$10.00 per week after the first ten days from the date on which the claimant submits to an operation, \$50.00 special operating fee, June 30, 1922.

Index No. 548, Claim No. 19442. John Kane, Claimant, vs. William Small, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Accident arising out of and in the course of employment. Claimant was injured on his way home from work. Held: This is not an injury arising out of and in the course of employment. Compensation denied, December 19, 1921.

Index No. 549, Claim No. 11735. Kalle Kangas, Deceased; Ida Maria Kangas, Widow, in behalf of herself and Ida Alina Kangas, Minor Daughter, Dependents, Claimants, vs. The Colorado Superior Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Award, \$1,041.66 (being \$3,125.00 reduced to one-third account of claimant's being non-resident of the United States), funeral \$75.00, February 28, 1922.

Index No. 550, Claim No. 3855. John Kapelos, Deceased; Anastasia Kapelos, Widow, in behalf of herself and Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Question: Statute of Limitations. Dependents' notice and claim for compensation was not filed within one year. Claim for compensation dismissed and denied December 30, 1921.

Index No. 551, Claim No. 5373. Joseph Karadza, Deceased; Lucy Karadza, Widow, and Lucy Karadza, Minor Daughter, Dependents, Claimants, vs. The Mount Champion Mining Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Claim dismissed and denied for lack of evidence as to dependency. Award, funeral \$100.00, September 22, 1922.

Index No. 552, Claim No. 22251. Louis Karas, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$22.63, November 18, 1922.

Index No. 553, Claim No. 21593. James Kartallis, Claimant, vs. The Aztec Coal Mining Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claim dismissed and denied for lack of evidence as to any accident, October 6, 1922.

Index No. 554, Claim No. 11008. T. G. Kearney, Claimant, vs. R. Frankenberg Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution and lack of evidence November 24, 1922.

Index No. 555, Claim No. 9586. H. C. Keene, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for the purpose of allowing the claimant to return to his home in St. Joseph, Missouri, granted in the sum of \$300.00, April 27, 1922. Commission award.

Index No. 556, Claim No. 22785. W. H. Keener, Claimant, vs. George O. Teats, Employer, and Fidelity and Casualty Company, Insurer, Respondents.

Question: Reduction in earning capacity. Award, compensation as provided by agreement to August 23 and \$5.00 per week from August 24 to September 28, October 9, 1922.

Index No. 557, Claim No. 20729. John Howard Keith, Deceased; Mamie Keith, Widow, Dependent, Claimant, vs. Canon Reliance Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, April 3, 1922.

Index No. 558, Claim No. 19390. Thomas C. Kelleher, Claimant, vs. Colorado Midland Railroad Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$170.00, March 3, 1922.

Index No. 559, Claim No. 14697. Arthur Raymond Kelly, Deceased; Frank L. Kelly, Father, in behalf of himself and Mary E. Kelly, Mrs. Hazel Woodruff, and George C. Kelly, Mother, Sister and Brother, Dependents, Claimants, vs. The Western Lime Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Question: Dependency. The mother is found to be one-fifth dependent upon the deceased. Award, \$625.00, funeral \$75.00, August 18, 1922.

Index No. 560, Claim No. 16019. C. D. Kelly, Claimant, vs. The Great Western Sugar Company, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Claimant sustained no permanent disability and compensation was paid under agreement for temporary disability. Claim for further compensation denied July 26, 1922.

Index No. 561, Claim No. 18738. P. W. Kelly, Claimant, vs. Bear Canon Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$31.43, April 13, 1922.

Index No. 562, Claim No. 18879. Joseph E. Kenworthy, Deceased; Hul-dah J. Kenworthy, Widow, Dependent, Claimant, vs. County of Crowley, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Held: It was not established that the deceased at the time of his accident was performing services arising out of and during the course of employment. Compensation denied February 1, 1922.

Index No. 563, Claim No. 15558. Jesse Henry Keyse, Deceased; Sophia Keyse, Widow, Dependent, Claimant, vs. The Sharman Auto Company, Employer, and The Employers' Liability Assurance Corporation, Ltd., Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing real estate in Denver denied October 11, 1922. Commission award.

Index No. 564, Claim No. 21407. O. H. Kieffer, Claimant, vs. Izett Auto Body Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability. Award, \$2.86, August 15, 1922.

Further hearing ordered October 3, 1922, for the purpose of receiving additional testimony, September 8, 1922. Commission award.

Index No. 565, Claim No. 7168. Joe Kilhoffer, Deceased; Louise Kilhoffer, his Widow, in behalf of herself and Josephine Kilhoffer and Mary Kilhoffer, Minor Children, and Posthumous Child, Dependents, Claimants, vs Red Ash Coal Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Supplemental award. Compensation of minor dependent terminated by reason of said minor dependent reaching the age of eighteen years, September 11, 1922.

Index No. 566, Claim No. 18538. Ora Kincaid, Claimant, vs. The Kennicott-Patterson Transfer Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a twenty per cent. loss of use of middle, ring and little fingers of the right hand measured from the proximal joint. Award, \$10.00 per week for temporary disability July 31 to October 31, 1922, for permanent partial disability, \$58.00, March 27, 1922.

Index No. 567, Claim No. 15778. J. King, Claimant, vs. The Pike's Peak Consolidated Fuel Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed for lack of prosecution, January 27, 1922.

Further hearing ordered May 24, 1922, for the purpose of receiving additional testimony, April 22, 1922. Commission award.

Award: Temporary disability, \$303.80; for permanent partial disability, \$156.00. This award ordered substituted in lieu of Referee's award of January 27, 1922, July 5, 1922. Commission award.

Index No. 568, Claim No. 19922. Harriet Kingsbury, Claimant, vs. Hayes Brothers Candy Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Questions: Temporary disability. Wages. Held: Claimant's wages were \$18.00 per week. Claimant was totally disabled at the time of hearing. Award, \$9.00 per week during disability, January 12, 1922.

Claim for compensation denied. This award ordered substituted for the Referee's award of January 12, 1922, February 17, 1922. Commission award.

Index No. 569, Claim No. 17903. James N. Kingsley, Claimant, vs. Oregon Lumber Company, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Temporary disability. Claimant was totally disabled at the time of hearing and his permanent disability could not be determined. Award, \$10.00 per week during disability, December 12, 1921.

Index No. 570, Claim No. 2152. Martin Kink, Deceased; Marie Kink, his Widow, in behalf of herself and Rosey, Josie and Lizzie Kink, Minor Children, Dependents, Claimants, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Compensation of minor dependent not terminated, on account of incapacity of said minor. Minor dependent herein was deaf and dumb. Compensation ordered continued, January 11, 1922.

Index No. 571, Claim No. 20899. Benton Kinkel, Claimant, vs. The Paramount Lubricants Company, Employer, and The New Amsterdam Casualty Company, Insurer, Respondents.

Temporary disability. Award, \$28.67, April 27, 1922.

Index No. 572, Claim No. 22272. Mrs. Emma Kirkendall, Claimant, vs. W. E. McConnell, Employer, Respondent.

Questions: Temporary disability. Employer not insured. Award, \$15.67 increased fifty per cent. as provided by Section 27 of the Act, or \$25.07, November 1, 1922.

Index No. 573, Claim No. 19966. Charles P. Kirkland, Claimant, vs. The Atlas Mining and Milling Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Temporary disability. Award, \$10.00 per week from February 9 to May 11, 1922. Further hearing ordered to determine permanent disability, if any, June 10, 1922.

Index No. 574, Claim No. 18650. Frederick B. Kistler, Deceased; Ida M. Kistler, Widow, in behalf of herself and Harold F. Kistler, Herbert L. Kistler, and Freda May Kistler, Minor Children, Dependents, Claimants, vs. The Pearl Laundry Company, Employer, and The Employers' Indemnity Corporation, Insurer, Respondents.

Fatal. Question: Whether death was proximate result of accident. Claimant sustained fracture of the right leg May 16. He died July 10, 1921. His death was caused by embolus of the pulmonary arteries caused by the fracture before mentioned. Award, \$3,125.00, funeral \$75.00, attorney's fees allowed \$150.00, February 6, 1922.

Index No. 575, Claim No. 15661. Carlton Kline, Claimant, vs. City and County of Denver, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, July 11, 1922.

Index No. 576, Claim No. 20223. Samuel Klopfenstein, Claimant, vs. Modoc Consolidated Mines Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Temporary disability. Inhalation of powder smoke as accident. Held: Inhalation of powder smoke was an accident arising out of and in the course of claimant's employment. Award, \$10.00 per week during disability from December 3, 1921, May 6, 1922.

Index No. 577, Claim No. 21194. Lloyd R. Kneece, Claimant, vs. Granite-Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Questions: Employer's duty to notify employee of physicians selected by him. Physician's bill. The claimant stated that he was not instructed to report to any physician. The physician's claim is allowed in full. Award, \$28.00, June 29, 1922.

Index No. 578, Claim No. 22319. Dan Knezovich, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability, loss of vision. Claimant's wages were \$15.50 per week. He sustained a ten per cent. loss of vision in the right eye. Award, \$88.35, November 18, 1922.

Index No. 579, Claim No. 19410. Knut Knutson, Claimant, vs. The Portland Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Loss of vision. Claimant sustained a ten per cent. loss of vision of the left eye. Award, \$104.00, May 31, 1922.

Index No. 580, Claim No. 7814. Victor Kocklich, Claimant, vs. Utah Fuel Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained a ten per cent. loss of vision in one eye. Award, 10.4 weeks at \$8.00 per week or \$83.20, June 26, 1922.

Index No. 581, Claim No. 7470. M'ka Kokotovich, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing a farm near Trinidad, denied August 25, 1922. Commission award.

Application for lump sum settlement for the purpose of purchasing a dairy granted in the sum of \$2,725.00, October 20, 1922. Commission award. Award of October 20, 1922, affirmed October 30, 1922. Commission award.

Index No. 582, Claim No. 21378. John Komacaris, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant sustained no permanent disability and received compensation during temporary disability. Claim for further compensation denied October 9, 1922.

Index No. 583, Claim No. 18624. Tony Komar, Deceased; Zora Komar, Widow, in behalf of herself and Minor Children, Dependents, Claimants, vs. Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for the purpose of engaging in business in Tacoma, Washington, denied April 25, 1922. Commission award.

Fatal. Question: Violation of safety rule. Award, \$1,562.75, being maximum compensation reduced fifty per cent, by reason of a violation of a safety rule, funeral \$75.00, November 1, 1922.

Index No. 584, Claim No. 11696. John Kopera, Claimant, vs. The Breen Coal Mining Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Claimant has been paid compensation for temporary disability and sustained no permanent disability. Claim for further compensation denied December 30, 1921.

Index No. 585, Claim No. 17490. John Kopera, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution December 29, 1921.

Index No. 586, Claim No. 19415. Pete Kos, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Previous condition of employe aggravated by accident. Temporary disability. Claimant had a rheumatic condition which was aggravated by a strain. Held: The aggravation of the previous condition by a strain is an accident within the law. Award, \$55.71, June 14, 1922.

Index No. 587, Claim No. 21884. Tony Kos, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claimant was disabled only ten days. Compensation other than medical and hospital attention denied November 22, 1922.

Index No. 588, Claim No. 18821. George Koutsumas, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a twenty per cent. loss of vision in the right eye. Award, \$208.00, April 10, 1922.

Index No. 589, Claim No. 19714. William Kraaijpoel, Claimant, vs. The Sinton Dairy Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Permanent partial disability. Claimant sustained a twenty per cent. loss of use of the right foot at the ankle. His permanent disability became fixed February 1, 1922. Award, compensation as provided by agreement to February 1, 1922, and \$208.00 for permanent partial disability, August 25, 1922.

Index No. 590, Claim No. 15248. Bernard Krantz, Claimant, vs. Mt. Pleasant Mining Company, Employer, and Travelers Insurance Company, Insurer, Respondents.

Question: Scope of Workmen's Compensation Insurance policy of employer (Travelers). Held, policy did not conform to standard prescribed by Industrial Commission; equivalent to no insurance. Temporary disability. Award, \$10.00 per week during disability, plus fifty per cent. penalty for failure of respondent employer to carry insurance, January 24, 1921.

Respondents' petition for review granted. Question as to right and authority of insurance company to enter into agreement in regard to compensation when said insurance company's policy does not conform and comply with policy form prescribed by Industrial Commission. Held, such company has not complied with the law and assured therein is without Workmen's Compensation Insurance, and should be penalized therefor. Award, \$10.00 per week (increased to \$15.00 per week for employer's failure to carry Workmen's Compensation insurance as provided by law), beginning September 28, 1920, and ending December 1, 1920. Respondents' liability for medical, et cetera, relief increased fifty per cent. This award substituted for Referee's award of January 24, 1921, July 6, 1921. Commission award.

Petition for modification of award denied. Award of July 6, 1921, affirmed July 29, 1921. Commission award.

Denver District Court, June 5, 1922. The Supreme Court sustained the right of the Commission in this case to prescribe the standard form of Workmen's Compensation Insurance policy.

Index No. 591, Claim No. 2982. Martin Krogh, Deceased; Rose W. Krogh, his Widow, in behalf of herself and Edward Krogh, Bernice Krogh and Raymond Krogh, Minor Children, Dependents, Claimants, vs. Boericke, Sowden & Crook, Employers, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Supplemental award, compensation of minor dependent terminated by reason of said minor reaching the age of eighteen years, March 16, 1922.

Index No. 592, Claim No. 20051. Anton Kroproshek, Deceased; Josephine Kroproshek, Widow, Dependent, Claimant, vs. Utah Fuel Company, Employer, Self-Insurer, Respondent.

Fatal. Question: Posthumous child as dependent. Held: Compensation should be paid to the widow and if the posthumous child shall live to the child after birth. Award, \$3,125.00, funeral \$75.00, February 28, 1922.

Supplemental award. Under award of February 28 compensation was awarded to the widow. Posthumous child was born January 21, 1922. Balance of compensation awarded to the widow and child for their use, share and share alike, March 24, 1922.

Index No. 593, Claim No. 23133. Frank Krovertin, Deceased; Frances Krovertin, Widow, in behalf of herself and Charles Krovertin, Frank Krovertin, William Krovertin, Robert Krovertin and Albena Krovertin, Minor Children, Dependents, Claimants, vs. Canon-Reliance Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Wages. The wages of the deceased did not exceed \$10.00 per week. Award, \$1,562.50, funeral \$75.00, November 23, 1922.

Index No. 594, Claim No. 17791. John Kufner, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Hernia. Claimant's hernia was not shown to have been sustained as a result of his accidental injury on April 11, 1921. Compensation denied January 16, 1922.

Index No. 595, Claim No. 20284. J. B. Kuhn, Claimant, vs. The Great Western Sugar Company, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a forty per cent loss of use of right hand at the wrist. Award, \$416.00, April 29, 1922.

Index No. 596, Claim No. 22351. George Kumpfer, Claimant, vs. C. S. Lambie Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, August 19, 1922.

Index No. 597, Claim No. 13268. J. J. Kuykendall, Claimant, vs. A. L. Pearson, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Questions: Temporary disability. Facial disfigurement. Award, for temporary disability \$44.29, for facial disfigurement \$50.00, May 22, 1922.

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Index No. 598, Claim No. 22207. Edward A. Lagergren, Deceased; Lula E. Lagergren, Widow, in behalf of herself and Muriel A. Lagergren, Edward A. Lagergren, Josephine V. Lagergren, Beatrice F. Lagergren, Lois H. Lagergren and Jean B. Lagergren, Minor Children, Dependents, Claimants, vs. School District No. 11, El Paso County, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, September 8, 1922.

Index No. 599, Claim No. 21738. Thomas Lambrou, Claimant, vs. Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Claim dismissed and denied for lack of prosecution November 22, 1922. Commission award.

Index No. 600, Claim No. 15650. Harold Lamont, Claimant, vs. Ajax Iron Works Company, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Approval of agreement entered December 3, 1920, through error, withdrawn and claim ordered set for hearing, July 15, 1922. Commission award.

Commission award of July 15, 1922, affirmed August 25, 1922. Commission award.

Index No. 601, Claim No. 21363. Arthur E. Lamper, Claimant, vs. American Beet Sugar Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.

Question: Injury while on way to work as an accident. Claimant was run down by an automobile on his way to work. This was not an accident arising out of and in the course of his employment. Compensation denied July 8, 1922.

Index No. 602, Claim No. 20138. Vittorio Landini, Claimant vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent. Hernia. Award, \$37.15, May 15, 1922.

Index No. 603, Claim No. 16534. J. E. Landis, Claimant, vs. The National Sugar Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Claim for compensation denied, and this award substituted for Referee's award of November 10, 1921, December 19, 1921. Commission award.

Commission award affirmed by District Court of City and County of Denver, May 22, 1922.

Index No. 604, Claim No. 16652. Earl E. Laney, Claimant, vs. The Denver Rock Drill Manufacturing Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, \$50.00, December 14, 1921.

Index No. 605, Claim No. 18292. George T. Lannon, Claimant, vs. The Great Western Alfalfa & Milling Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a fifty per cent loss of use of the right arm at the shoulder. Award, \$1,040.00, July 28, 1922.

Index No. 606, Claim No. 17127. Emil Larson, Claimant, vs. The Eagle Ore Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Cause reopened by the Commission of its own motion and further hearing ordered for the purpose of receiving further testimony, May 23, 1922. Commission award.

Index No. 607, Claim No. 19560. Fred Larson, Deceased; Mary A. Larson, Fred C. Larson, Irene Larson, Widow and Minor Dependents, Claimants, vs. John Bierman, Employer, and Royal Indemnity Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, January 6, 1922.

Award, \$3,125.00, two-thirds to the widow, one-sixth to the son, and one-sixth to the daughter; funeral \$75.00. This award substituted in lieu of the Referee's award of January 6, 1922, April 3, 1922. Commission award.

Index No. 608, Claim No. 19409. William H. Lash, Claimant, vs. Thomas Cusack Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution November 22, 1922.

Index No. 609, Claim No. 20392. Andrew Lathrom, Claimant, vs. R. M. Robbins, Employer, and Maryland Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a ten per cent loss of use of the arm at the shoulder. Award, \$208.00, August 4, 1922.

Index No. 610, Claim No. 11832. R. F. Latta, Deceased; Leonora Loellen Latta, in behalf of herself and Herbert Shields Latta and Bruce Ferrel Latta, Minor Sons, Dependents, Claimants, vs. The Colorado and Utah Coal Company, Employer, Self-Insurer, Respondent.

Supplemental award. Compensation to widow terminated by remarriage. the compensation surviving to minor dependents. Award, \$10.00 per month to be paid to the mother for the use of minor dependents. Balance to be deposited in the Home Savings and Trust Company to the savings account for the minor dependents share and share alike, June 21, 1922.

Index No. 611, Claim No. 18652. Guy Laub, Claimant, vs. Colorado and Utah Fuel Company, Employer, Self-Insurer, Respondent.

Question: Permanent partial disability. Claimant sustained a thirty-five per cent disability as a working unit. His age was 56 years. Expectancy 16.72 years. He is, therefore, entitled to maximum compensation for permanent partial disability. Award, \$2,600.00, May 8, 1922.

Index No. 612, Claim No. 19888. J. A. Launchbaugh, Claimant, vs. Kempter Motor Car Company, Employer, and The General Accident and Assurance Corporation, Insurer, Respondents.

Temporary disability. Award, \$58.57, June 29, 1922.

Index No. 613, Claim No. 17415. O. A. Lawlor, Claimant, vs. J. W. Lawlor, Employer, and The Maryland Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant was paid compensation during his temporary disability. He sustained a thirty per cent loss of use of the leg at the ankle. Award, \$312.00, June 29, 1922.

Index No. 614, Claim No. 9658. William Leahy, Claimant, vs. Routt County, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Permanent total disability. Award, \$6.88 per week so long as the claimant shall live, August 19, 1922.

Index No. 615, Claim No. 21262. George Ledwick, Deceased; Lizzie Ledwick, Dependent, Claimant, vs. The Leyden Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, May 3, 1922.

Index No. 616, Claim No. 21031. Violet Leeling, Claimant, vs. School District No. 5, Adams County, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Questions: Temporary disability. Supervising play-grounds as part of teacher's duties. Held: It was a part of the claimant's duty to supervise children on the play-grounds and her injury while playing ball with the children arose out of and in the course of her employment. Award, \$124.29, June 29, 1922.

Index No. 617, Claim No. 13900. Sam Leonidas, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for the purpose of purchasing pool hall in Denver, Colorado, denied April 22, 1922. Commission award.

Index No. 618, Claim No. 19707. Max Leverent, Claimant, vs. The Standard Store Fixture Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability. Claimant was totally disabled at time of hearing. Further hearing ordered July 1 to determine permanent disability, if any. Award, \$6.00 per week to July 1, April 27, 1922.

Index No. 619, Claim No. 19798. James Lewis, Claimant, vs. Coco-Cola Bottling Company, Employer, and Indemnity Insurance Company of North America, Insurer, Respondents.

Facial disfigurement. Claimant's temporary disability did not exceed ten days. Award for facial disfigurement, \$25.00, July 8, 1922.

Index No. 620, Claim No. 23156. P. D. Lewis, Claimant, vs. Canon Reliance Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$43.71, November 3, 1922.

Index No. 621, Claim No. 20872. William John Lewis, Deceased; Rose Lewis, Widow, in behalf of herself and Minor Son, Defendants. Claimants, vs. Ernest Irvine, Inc., Employer, and Maryland Casualty Company, Insurer, Respondents.

Fatal. Decedent was killed by a gun shot wound while in the act of storing his employer's car in a garage. Held, the decedent was killed while performing duties arising out of and in the course of employment. Award, \$3,125.00, funeral \$75.00, attorney's fees allowed \$100.00, July 11, 1922.

Referee's award of July 11, 1922, affirmed August 15, 1922. Commission award.

Referee's award of July 11, 1922, affirmed August 25, 1922. Commission award.

Commission award reversed by District Court, City and County of Denver, October 2, 1922. Appeal taken to Supreme Court.

Index No. 622, Claim No. 19989. Rutilia Levva, Claimant vs. American Smelting and Refining Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a ten per cent permanent total disability. His age was 25 years. Expectancy 38.81 years. Award, \$2,022.96, October 18, 1922.

Index No. 623, Claim No. 23416. G. D. Lindgren, Claimant, vs. The Great Western Sugar Company, Employer, and London Guaranty and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Claimant was totally disabled at the time of hearing. Award, \$10.00 per week during disability, November 8, 1922.

Index No. 624, Claim No. 20161. Charles A. Lindquist, Deceased; Marie E. Lindquist, Widow, Dependent, Claimant, vs. Bate and Symon, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, February 4, 1922.

Application for lump sum settlement for the purpose of building a terrace in Denver, denied July 26, 1922. Commission award.

Index No. 625, Claim No. 16081. Ben Lippie, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a forty per cent loss of use of the left hand measured at the wrist. This became fixed and permanent April 4, 1921. Award, \$416.00, July 8, 1922.

Index No. 626, Claim No. 16612. Rocco Lippis, Claimant, vs. Florence Canon Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Question: Temporary disability. Wages. Temporary disability extended from January 1, to March 7, 1921. The wages must be based on claimant's wages during the past three months, claimant having been in Italy prior to that time and having received no wages. Wages are therefore maximum. Award, \$65.71. Further hearing ordered to take medical testimony to determine degree of claimant's permanent partial disability, January 23, 1922.

Compensation was paid in full for claimant's temporary disability. He sustained no permanent disability. Further compensation denied May 15, 1922.

Claimant ordered examined by a physician of the Commission's selection and a further hearing ordered for the purpose of receiving additional testimony June 10, 1922. Commission award.

Held: Claimant has sustained a forty per cent permanent total disability. Award, \$2,600.00, November 16, 1922. Commission award.

Index No. 627, Claim No. 22128. Charles Lisle, Claimant, vs. Bell Coal Company, Employer, and Employers' Indemnity Corporation, Insurer, Respondents.

Temporary disability. Award, \$138.57, October 4, 1922.

Held: Claimant was suffering from gastric ulcer prior to May 17, 1922, and this cannot have been aggravated by any injury or strain. Compensation denied. This award ordered substituted for the Referee's award of October 4, 1922, November 16, 1922. Commission award.

Index No. 628, Claim No. 16044. H. K. Little, Claimant, vs. Foster Auto Supply Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Refusal of claimant to report for medical examination. Claimant failed and refused to report for medical examination. Claim dismissed for lack of prosecution and for failure of claimant to comply with the directions of this Commission, May 3, 1922.

Index No. 629, Claim No. 19885. Roy D. Livingston, Claimant, vs. James Froney, Employer, Respondent.

Claim dismissed and denied for lack of prosecution and for lack of jurisdiction November 3, 1922.

Index No. 630, Claim No. 21934. Herbert H. Lodge, Claimant, vs. Marble Brothers, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Claim for compensation dismissed and denied September 14, 1922.

Index No. 631, Claim No. 19247. M. C. Logan, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a thirty-five per cent loss of use of the left arm at the elbow. Award, \$10.00 per week from October 4, 1921, to September 21, 1922, and \$486.50 for permanent disability, September 22, 1922.

Index No. 632, Claim No. 17364. John Thomas Logie, Deceased; Jessie Bowes Logie, Widow, in behalf of herself and Catherine May Logie, June Eleanore Logie and Charlotte Ann Logie, Minor Daughters, Dependents, Claimants, vs. County of Gunnison, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Further hearing ordered to receive further testimony, December 9, 1921. Commission award.

Referee's award of November 5, 1921, affirmed May 3, 1922. Commission award.

Index No. 633, Claim No. 18410. Otto Lonbeck, Claimant, vs. The Riverside Cemetery Association, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Hernia: Reduced wage. Held: Claimant was entitled to compensation for temporary total disability for two and five-sevenths weeks at \$10.00 per week, eight and five-sevenths weeks at \$1.50 per week (being fifty per cent

of claimant's loss of wages during that period). Claimant ceased work on July 15 and has been unable to return. Award, \$118.00, further hearing ordered February 24 to determine claimant's right to further compensation, February 3, 1922.

Permanent disability. Claimant has sustained no permanent disability and further compensation is denied March 6, 1922.

Index No. 634, Claim No. 18112. Neem Long, Deceased; Mrs. J. G. Stark, Mother, Dependent, Claimant, vs. Arkansas Valley Sugar Beet & Irr. Land Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Dependent's notice and claim for compensation dismissed and denied. Award, funeral \$75.00, July 29, 1922.

Index No. 635, Claim No. 19100. Roy Long, Claimant, vs. Anthony Hobson, Employer, and Maryland Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained an injury to both ankles amounting to a fifteen per cent total loss of use. Award, \$312.00, July 21, 1922.

Index No. 636, Claim No. 21900. Allen D. Looper, Claimant, vs. William Olson and Son, Employer, and Southern Surety Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a thirty-three and one-third loss of use of the middle ring and little fingers of the left hand at the proximal joint. Award, temporary disability, \$71.43; permanent partial disability, \$96.66, October 23, 1922.

Index No. 637, Claim No. 17925. Baldomanio Lopez, Deceased; Antonia Lopez, Mother, and Jesus Lopez, Father, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$1,041.66 (being \$3,125.00 reduced to one-third account of claimants being non-resident of the United States), funeral \$75.00, February 28, 1922.

Application for lump sum settlement for the purpose of purchasing real estate in Mexico, denied May 1, 1922. Commission award.

Index No. 638, Claim No. 9095. Henry Lott, Deceased; Lular Lott, Widow, and Hattie Wright, formerly Hattie Lott, in behalf of themselves and Gerlena Lott and Ruby Lott, Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for the purpose of purchasing real estate, denied March 11, 1922. Commission award.

Index No. 639, Claim No. 14670. Gilbert C. Louis, Claimant, vs. The Modoc Consolidated Mines Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing real estate in Brooklyn, New York, denied April 3, 1922. Commission award.

Application for lump sum settlement for the purpose of investing money in interest bearing securities, denied May 12, 1922. Commission award.

Index No. 640, Claim No. 23236. George O. Loux, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$57.96, November 18, 1922.

Index No. 641, Claim No. 20243. John Lubinsky, Deceased; Mary Lubinsky, Widow, in behalf of herself and Mary Lubinsky, Frank Lubinsky, John Lubinsky, and Joseph Lubinsky, Minor Children, Dependents, Claimants, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, August 12, 1922.

Index No. 642, Claim No. 4451. Faustin Lucero, Deceased; Lorencita Lucero, his Widow, in behalf of herself and Alfonso, Fernando, Margarita, and Rosita Lucero, Minor Children, Dependents, Claimants, vs. E. I. du Pont de Nemours & Company, Employer, Self-Insurer, Respondent.

Supplemental award, \$20.00 per month is ordered paid the stepfather of the minor dependents as guardian, the balance to be deposited in the International State Bank of Trinidad in trust for said minor dependents, June 26, 1922.

Index No. 643, Claim No. 18236. Howard O. Luckenbill, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement denied January 24, 1922. Commission award.

Index No. 644, Claim No. 18447. Joe Luckeroth, Claimant, vs. State Highway Department, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Referee's award of September 30, 1921, affirmed December 5, 1921. Commission award.

Index No. 645, Claim No. 23775. Edward Luke, Claimant, vs. Strange Maguire Paving Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week during disability, November 24, 1922.

Index No. 646, Claim No. 10265. Oscar Lundgren, Claimant, vs. Belmont Wagner Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing a knitting machine and a supply of yarn, granted in the sum of \$160.00, February 1, 1922. Commission award.

Index No. 647, Claim No. 18860. Eleuterio Luzzi, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$10.00, July 8, 1922.

Index No. 648, Claim No. 16117. George Lynn, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Supplemental award. Claimant was totally disabled at time of hearing, but should make full recovery by August 1, 1922. Award, \$10.00 per week during disability, April 27, 1922.

Index No. 649, Claim No. 7755. Charles G. Lyon, Deceased; Mary Elizabeth Lyon, his Widow, in behalf of herself and Frank T. Lyon, and Marie I. Lyon, Minor Children, Dependents, Claimants, vs. Fifteenth Street Investment Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing lots near Denver, granted in the sum of \$358.54, November 16, 1922. Commission award.

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Index No. 650, Claim No. 19046. E. A. McAlister, Claimant, vs. The Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Claimant was disabled less than ten days and sustained no permanent injury. Claim for compensation denied January 11, 1922.

Index No. 651, Claim No. 19186. P. W. McAuliffe, Claimant, vs. Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing farming implements granted in the sum of \$1,080.74, March 2, 1922. Commission award.

Index No. 652, Claim No. 21480. L. G. McBroom, Claimant, vs. The Moffat Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, compensation at \$8.22 per week from April 10 to May 20, 1922, October 28, 1922.

Index No. 653, Claim No. 21030. Cora McCallister, Claimant, vs. Bayly Underhill Manufacturing Company, Employer, and London Guarantee and Accident Company, Insurer, Respondent.

Question: Condition of claimant as result of accident. Claimant maintains she injured her heart by a strain. Held: Claimant's disability was one of slow growth and would probably have existed in spite of the alleged strain. Claim for compensation denied September 2, 1922.

Referee's award of September 2, 1922, affirmed September 18, 1922. Commission award.

Index No. 654, Claim No. 15241. Ralph McConnell, Claimant, vs. The Mathews Packing Company, Employer, and General Accident Fire & Life Assurance Corporation, Insurer, Respondents.

Question: Permanent partial disability. Claimant sustained seventy per cent loss of the use of the right hand at wrist. Award, \$728.00, June 24, 1921.

Respondents' petition for review denied; Referee's award of June 24, 1921, affirmed August 15, 1921. Commission award.

\$100.00 attorney's fees allowed March 11, 1922. Commission award.

District Court reversed the award of the Industrial Commission. Commission award affirmed by the Supreme Court.

Index No. 655, Claim No. 20579. Michael McCoy, Claimant, vs. G. A. Taff, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$54.00, July 12, 1922.

Index No. 656, Claim No. 21570. A. A. McDaniel, Deceased; Frank E. McDaniel, Brother, Dependent, Claimant, vs. Mountain States Packing Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, July 22, 1922.

Index No. 657, Claim No. 22206. Frank McDermon, Deceased; Florence McDermon, Widow, in behalf of herself and Charlotte McDermon, Helen McDermon and Mildred McDermon, Minor Children, Dependents, Claimants, vs. School District No. 11, El Paso County, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, August 25, 1922.

Index No. 658, Claim No. 20163. Clyde L. McDonald, Deceased; Annie H. McDonald, Widow, in behalf of herself and Mary Ellen McDonald, Minor Daughter, Dependents, Claimants, vs. City of Monte Vista, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, March 2, 1922. This award ordered substituted in lieu of the Referee's award of March 3, 1922, April 3, 1922. Commission award.

Index No. 659, Claim No. 22620. J. A. McDonald, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Question: Injury while on way to lunch. Claimant was injured while on his way to lunch. Claim for compensation denied October 11, 1922.

Index No. 660, Claim No. 20599. Ernest C. McElroy, Claimant, vs. City and County of Denver, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Salary paid during disability. Claimant's salary was paid during his disability. Award, medical up to \$200.00; dental up to \$100.00; and further hearing ordered held October 3 to determine permanent disability, if any, June 13, 1922.

Supplemental award. Permanent partial disability. Claimant was twenty-five per cent permanently and totally disabled. His age was 42 years. Expectancy 26.72 years. Award, \$2,600.00, October 6, 1922.

Index No. 661, Claim No. 21403. John McElvain, Deceased; Mildred Mattie McElvain, Widow, in behalf of herself and Doris Martha McElvain, Stella Constance McElvain, Iris Juanita McElvain and Barbara Ethel McElvain, Minor Children, Dependents, Claimants, vs. Juanita Coal and Coke Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, June 2, 1922.

Index No. 662, Claim No. 23132. Elmer McFarland, Claimant, vs. City of Pueblo, Highway Department, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$2.86, November 22, 1922.

Index No. 663, Claim No. 18144. Joe McGarry, Claimant, vs. The Smuggler Union Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained from forty to sixty-five per cent permanent total disability. He is entitled to maximum compensation for permanent partial disability. Award, \$2,600.00, June 15, 1922.

Application for lump sum settlement granted in the sum of \$150.00, July 24, 1922. Commission award.

Index No. 664, Claim No. 22434. John McGee, Claimant, vs. The Blue River Placer Mining Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Award: \$835.14, less compensation heretofore paid, September 20, 1922. Commission award.

Referee's award of September 20, 1922, affirmed October 5, 1922. Commission award.

Index No. 665, Claim No. 21806. Mary McHugh, Claimant, vs. Dennis Sheedy, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Temporary disability. Compensation heretofore paid under agreement approved as final, August 4, 1922.

Index No. 666, Claim No. 20824. H. E. McKarrall, Claimant, vs. Courier's Cleaning Company, Employer, and The Fidelity and Casualty Company of New York, Insurer, Respondents.

Question: Injury caused by handling chemicals as accident. Held: An injury caused by handling chemicals is not an accident as defined by Law. Compensation denied May 6, 1922.

Index No. 667, Claim No. 20368. Mike McKenna, Claimant, vs. Yak Mines, American Smelting and Refining Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$10.00 per week during disability. Further hearing ordered to determine permanent disability, if any, May 15, 1922.

Index No. 668, Claim No. 22484. Frank McKee, Deceased; Mary Ann McKee, Widow, Claimant, vs. Denver Tramway Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, September 26, 1922.

Index No. 669, Claim No. 21039. William H. McKie, Claimant, vs. Bear River Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a seventy-five per cent loss of use of the index finger at the proximal joint. Award, compensation as provided by agreement to March 21, 1922, and \$135.00 for permanent partial disability August 19, 1922.

Index No. 670, Claim No. 19916. Pat McLaughlin, Claimant, vs. American Beet Sugar Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.

Loss of vision. Claimant sustained a total loss of vision in the right eye. Award, \$1,040.00, June 30, 1922.

Application for lump sum settlement for the purpose of purchasing live stock and implements granted in the sum of \$699.32 August 15, 1922. Commission award.

Index No. 671, Claim No. 17688. Thomas McLaughlin, Claimant, vs. American Smelting and Refining Company, Employer, Self-Insurer, Respondent.

Question: Violation of safety rule. Claimant was attempting to clean a running machine with a brush. This was a violation of a reasonable safety rule. Claimant sustained the loss of the index finger at the distal joint and a fifty per cent loss of use of the thumb. Award, payment of \$90.00 heretofore made affirmed as final January 16, 1922.

Index No. 672, Claim No. 16875. John D. McMillan, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a forty per cent loss of use of right foot at ankle. Award, \$416.00, January 17, 1922.

Index No. 673, Claim No. 20977. William C. McMillen, Deceased; Helen E. McMillen, Widow, and William C. McMillen and Walter McMillen, Minor Sons, Dependents, Claimants, vs. M. J. O'Fallon Supply Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, April 19, 1922.

Index No. 674, Claim No. 14972. W. J. McMillan, Claimant, vs. The Colorado Cement Stave Company, Employer, and The State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a seventy-five per cent loss of use of both legs at the hip joint. His age was 45 years. Expectancy 24.54 years. Claimant is entitled to maximum compensation for permanent partial disability. Award, \$2,600.00, July 18, 1922.

Index No. 675, Claim No. 22187. George K. McWilliams, Claimant, vs. The City and County of Denver, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a loss of use of the right leg equivalent to amputation at the knee. Award, \$1,390.00, September 23, 1922.

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Index No. 676, Claim No. 19485. Claude C. Macey, Claimant, vs. M. T. Murray Grocery Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Liability for medical services. Award, \$79.00, April 7, 1922.

Index No. 677, Claim No. 20016. William N. Mack, Claimant, vs. American Beet Sugar Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.

Question: Permanent partial disability. Approval of agreement. Agreement presented ordered approved for \$112.50. Claimant sustained a total loss of the ring finger at the distal joint; a three-fourths loss of the second finger at the middle joint, and one-half of the distal joint of the little finger, July 8, 1922.

Index No. 678, Claim No. 19282. Robert S. Madole, Claimant, vs. Colorado Springs Water Department, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Claimant was paid in full for his period of temporary disability and has sustained no permanent disability. Claim for further compensation denied July 15, 1922.

Further hearing ordered at Colorado Springs for the purpose of receiving additional testimony, October 31, 1922. Commission award.

Index No. 679, Claim No. 23173. Joe Madrigal, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution and lack of evidence November 29, 1922.

Index No. 680, Claim No. 19392. Andrew Maestas, Deceased; Eutima Maestas, Widow, in behalf of herself and Minor Children, Dependents, Claimant, vs. Steve Trefone, Employer, Respondent.

Fatal. Question: Accident arising out of and in course of employment. Held: Claimant died as a result of an accident sustained while returning home from work. Compensation denied January 9, 1922.

Index No. 681, Claim No. 62276. Matt Malinkovich, Deceased; Bozo Malinkovich, Father, Mike Malinkovich, Brother, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Dependents' notice and claim filed July 30, 1918, dismissed and denied for lack of prosecution October 27, 1922.

Index No. 682, Claim No. 18520. Edward Mallahan, Deceased; Bridget Mallahan, Sister, Defendant, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Defendant's notice and claim for compensation denied for lack of prosecution July 26, 1922.

Index No. 683, Claim No. 21447. Frank Malone, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$52.85, June 24, 1922.

Index No. 684, Claim No. 19004. Phillip J. Manley, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Claimant received compensation for the period of temporary disability. He sustained no permanent disability. Compensation denied May 17, 1922.

Index No. 685, Claim No. 22764. George Manos, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$10.00, October 18, 1922.

Index No. 686, Claim No. 19113. L. R. Manson, Claimant, vs. The Great Western Sugar Company, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Hernia. Question: Strangulation of an old hernia as an accident. Claimant suffered a strangulation of an old hernia. Held: His condition did not arise from an accident of December 9, but from the old hernia and is not compensable under the Workmen's Compensation Act of Colorado, May 25, 1922.

Index No. 687, Claim No. 17309. William Malsbary, Claimant, vs. Colorado Springs Gazette Company, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, \$40.00, March 10, 1922.

Index No. 688, Claim No. 19800. John Mamich, Claimant, vs. Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$128.57, January 18, 1922.

Index No. 689, Claim No. 23248. William Harold March, Deceased; Mary Jane March, Widow, in behalf of herself and Harold March, Jr., Dependents, Claimants, vs. Morris & Waugh, Employer, and The Maryland Casualty Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral, \$75.00, November 10, 1922.

Index No. 690, Claim No. 23266. John Marhur, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Hernia. Claimant was unable to fix the time and place of accident or to show that its appearance was accompanied by pain. Compensation denied November 14, 1922.

Index No. 691, Claim No. 21444. Tini Marinchich, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$16.53, July 15, 1922.

Index No. 692, Claim No. 20035. H. B. Maris, Claimant, vs. The Western Colorado Power Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Loss of vision. Award, \$1,040.00, July 28, 1922.

Index No. 693, Claim No. 21211. Giuseppe Pietro Marlo, Deceased; Minnie Ellen Marlo, Widow, Dependent, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral, \$75.00, June 29, 1922.

Index No. 694, Claim No. 386. Pat Marron, Claimant, vs. Jas. R. McNeese, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Supplemental award. In this case the claimant is totally blind and therefore totally disabled. The claimant earns from \$6.00 to \$6.50 per week, but his employment is irregular due to his nervous condition. The claimant is therefore still permanently totally disabled. Award, \$8.00 per week as provided by agreement so long as the claimant shall live, September 2, 1922.

Index No. 695, Claim No. 18871. Mrs. Lucy Marsh, Claimant, vs. E. E. Nichols Hotel Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Wages. Permanent partial disability. Held: Claimant's wages were \$15.00 per week. Claimant sustained an amputation of the second finger of the right hand at the proximal joint; of the third finger at the proximal joint; and little finger at the second joint; and a fifty per cent loss of use of the index finger measured at the second joint, and is entitled to compensation therefor in the sum of thirty-five and one-half weeks. Award for temporary total disability, \$22.50, thirty-five and one-half weeks specific, \$266.25, February 10, 1922.

Further hearing ordered for the purpose of determining the claimant's permanent partial disability. Respondents are ordered to continue payments of compensation as provided by the agreement presented September 13, 1921, pending this hearing, April 3, 1922. Commission award.

Index No. 696, Claim No. 20630. T. N. Marsh, Claimant, vs. The City of Fort Collins, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary and permanent partial disability. Claimant sustained a ten per cent loss of use of right leg measured from the knee. Award, \$10.00 per week during temporary total disability and further compensation in the sum of \$139.00, April 29, 1922.

Index No. 697, Claim No. 7113. Theoharis Martimianakis, also known as Harris Martis, Deceased; Mary S. Martimianakis, Mother of Decedent, Dependent, Claimant, vs. The Oakdale Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Dependency of mother. Held: Mother was seven-eighths dependent on deceased. Award, \$729.16 (being seven-eighths of \$2,500.00 reduced to one-third account dependent being non-resident of United States), funeral, \$100.00, attorneys fees allowed for services and translations, \$95.00, March 3, 1922.

Referee's award of March 3, 1922, affirmed March 27, 1922. Commission award.

Index No. 698, Claim No. 16642. Thomas Martin, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent total disability. Award, \$5.85 per week continued so long as the claimant shall live, December 29, 1921.

Index No. 699, Claim No. 20400. Antonio Martinez, Deceased; G. E. Flynn, Stepfather, in behalf of himself and Mrs. G. E. Flynn, Mother, and Juanita Flynn, Half Sister, Dependents, Claimants, vs. Las Animas County, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Questions: Wages, stepfather and half sister as dependents. Held: Wages were \$18.00 per week. The stepfather and half sister are not dependents under the law. The mother was one-eleventh dependent on deceased. Award, \$255.68, funeral, \$75.00, May 22, 1922.

Referee's award of May 22, 1922, affirmed July 19, 1922. Commission award.

Index No. 700, Claim No. 21552. John Martinez, Claimant, vs. Hayden Brothers Coal Corporation, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing an artificial limb granted in the sum of \$250.00, October 18, 1922. Commission award.

Application for lump sum settlement for the purpose of purchasing a candy and cigar store in Denver, denied October 27, 1922. Commission award.

Index No. 701, Claim No. 19990. Pedro P. Martinez, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a ninety per cent loss of use of the right arm and a permanent disability to the jaw, making a sixty per cent permanent total disability. His age was 56 years. Expectancy 16.72 years. Taking into consideration the claimant's age he is entitled to maximum compensation for permanent partial disability. Award, \$2,600.00, June 1, 1922.

Index No. 702, Claim No. 18221. Sam Martinez, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for the purpose of completing payments on an automobile to be used in the taxi business granted, in the sum of \$675.00, December 30, 1921. Commission award.

Index No. 703, Claim No. 22482. Mike Martino, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a 15 per cent loss of use of the right arm at the elbow. Award, \$68.52 for temporary disability and \$205.00 permanent disability, October 28, 1922.

Index No. 704, Claim No. 20515. Leroy E. Martz, Deceased; Fannie Martz, Mother, in behalf of herself and Frances Martz, Sister, and Leon Martz, Brother, Dependents, Claimants, vs. Poudre Valley Gas Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Fatal. Question: Inhalation of gas as an accident. Held: Death resulted from the inhalation of an excessive amount of gas and was the proximate result of an accident. Award, \$3,125.00, funeral \$75.00, May 23, 1922.

Referee's award of May 23, 1922, affirmed July 15, 1922. Commission award. Commission award affirmed by the District Court, City and County of Denver, November 13, 1922.

Index No. 705, Claim No. 19338. Filippo Mascara (Tony Reese), Deceased; Gaetano Mascara, Father of Deceased, Dependent, Claimant, vs. F. J. Kirchhof Construction Company, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Fatal. Question: Dependency. The claimants were sixty per cent dependent upon the deceased. Award, \$625.00 (being sixty per cent of maximum compensation reduced to one-third on account of dependents being non-residents of the United States), funeral \$75.00, attorney's fees allowed \$75.00, October 9, 1922.

Index No. 706, Claim No. 19019. Richard Mason, Deceased; Rebecca Mason, Widow, Dependent, Claimant, vs. The Portland Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Cerebral hemorrhage as accident. Claimant sustained a cerebral hemorrhage caused by over exertion and there is no evidence to show such hemorrhage was the result of an accident. Held: The cerebral hemorrhage is not an accident as defined by the Workmen's Compensation Act. Compensation denied May 17, 1922.

Further hearing ordered at Canon City for the purpose of receiving additional testimony, June 10, 1922. Commission award.

Index No. 707, Claim No. 22266. C. P. Massoe, Claimant, vs. The Denver Tramway Company, Employer, Self-Insurer, Respondent.

Enucleation of the eye. Award, \$1,390.00. September 26, 1922.

Index No. 708, Claim No. 22515. Dan Mastison, Claimant, vs. W. B. Newlon, Employer, and The United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability. Award, \$64.28, November 29, 1922.

Index No. 709, Claim No. 21103. James H. Matheny, Claimant, vs. Alamo Hotel Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Paralysis. Claimant sustained paralysis and cerebral hemorrhage. Held, there was no connection between the claimant's condition and his employment. His condition did not result from an accident. Compensation denied May 12, 1922.

Supplemental award: Claimant's condition was not the result of an accident. Claim for compensation denied July 28, 1922.

Index No. 710, Claim No. 17549. Frank Mathias, Claimant, vs. Empire Zinc Company, Employer, Self-Insurer, Respondent.

Question: Approval of agreement. Agreement provided for payment of compensation at \$10.00 per week during total disability, and \$2.25 per week account weekly reduction in wages of \$4.50 per week from June 10, to October 1, and specific at \$10.00 a week for twenty-two weeks account loss of index finger of right hand at second joint, and index finger of left hand at distal joint. Agreement approved January 17, 1922.

Index No. 711, Claim No. 21729. Nick Matich, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a fifteen per cent loss of use of the right hand at the wrist. Award, \$57.15 for temporary disability; \$156.00 for permanent disability, October 11, 1922.

Index No. 712, Claim No. 20794. G. C. Matmiller, Claimant, vs. Denver Municipal Water Works, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a twenty per cent loss of use of the left foot at the ankle. Award, compensation as provided to August 12, 1922, and \$208.00 for permanent partial disability, September 23, 1922.

Application for lump sum settlement for the purpose of paying indebtedness and buying clothing granted in the sum of \$137.05, October 5, 1922. Commission award.

Index No. 713, Claim No. 20406. Bert Matteo, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Permanent partial disability. Rule violation. Claimant sustained the amputation of the middle ring and little fingers of the right hand at the second joint. Claimant violated a safety rule in riding a loaded trip. Award, \$5.00 per week for twenty-five weeks, attorney's fees allowed \$12.40, June 14, 1922.

Index No. 714, Claim No. 11141. Celesti Mattevi, Deceased; Maria Mattevi, Widow, in behalf of herself and Teresina Mattevi, Fiorentina Mattevi, and Celectino Mattevi, Minor Children, Dependents, Claimants, vs. Tomboy Gold Mines Company, Ltd., Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Award of October 22, 1921 vacated, canceled and annulled, February 10, 1922. Commission award.

Index No. 715, Claim No. 22169. R. H. Matthews, Claimant, vs. The Thompson Manufacturing Company, Employer, and General Accident, Fire & Life Assurance Corporation, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a 25% loss of use of the left hand measured at the wrist. Award, temporary disability, \$67.15, permanent partial disability \$260.00, September 12, 1922.

Index No. 716, Claim No. 22350. Clarence Barry Mattox, Deceased; Pearl K. Mattox, Widow, Dependent, Claimant, vs. Horse Creek Land & Cattle Company, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, November 23, 1922.

Index No. 717, Claim No. 20380. E. B. Maurice, Claimant, vs. The Snodgrass Food Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution August 26, 1922.

Index No. 718, Claim No. 9316. George Mavrogeorges, Deceased; Demetrios and Kavadina Mavrogeorges, Father and Mother, Dependents, Claimants, vs. The Empire Coal Mining Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Dependency. Dependents were four-sevenths dependent upon deceased and were the residents of a foreign country. Award, \$595.24, funeral \$75.00, interpreter's fees \$35.00, December 19, 1921.

Index No. 719, Claim No. 16699. Edgar L. Maxey, Claimant, vs. The W. F. McCue Mercantile Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Supplemental award. Question: Temporary disability. The claimant has a 50% total disability which should clear up in from one to two years leaving no permanent disability. Award, \$5.00 per week beginning January 1, 1922, and continuing for one year thereafter or until claimant's right to compensation terminates as provided by law. Further hearing ordered January 15, 1923, July 8, 1922.

Index No. 720, Claim No. 21691. Fred Maynes, Claimant, vs. Wm. E. Russell Coal Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability. Question: Strain resulting in dislocation and consequent removal of kidney as accident. Award, \$10.00 per week to July 19, 1922. Further hearing ordered July 19 to determine permanent disability, July 11, 1922.

Temporary disability. Claimant's permanent disability could not be determined at time of hearing. Further hearing ordered sixty days from this date, and compensation payments ordered continued until hearing, July 22, 1922.

Index No. 721, Claim No. 20092. Otto Meadows, Claimant, vs. Holly Sugar Corporation, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, \$21.43, June 24, 1922.

Index No. 722, Claim No. 22231. Frank Medonna, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$28.57, November 6, 1922.

Index No. 723, Claim No. 17505. Joe A. Mehlic, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Temporary disability. Permanent partial disability. Claimant sustained a 33½% loss of use of the index finger and a 20% loss of use of the middle finger. Compensation was paid for the period of temporary disability. Award, \$78.00, July 14, 1922.

Index No. 724, Claim No. 22986. Jacob Meininger, Claimant, vs. Denver Tramway Company, Employer, Self-Insurer, Respondent.

Claimant was disabled less than ten days and sustained no permanent disability. Claim for compensation denied November 1, 1922.

Index No. 725, Claim No. 21972. Sixto Melbihess, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$27.86, July 18, 1922.

Index No. 726, Claim No. 21945. John Memovich, Claimant, vs. Denver Clay Products Company, Employer, and Continental Casualty Company, Insurer, Respondents.

Temporary disability. Award, \$122.86, September 21, 1922.

Index No. 727, Claim No. 16451. John Merritt, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Hernia. Award, \$71.43, June 14, 1922.

Referee's award of June 14, 1922, affirmed July 10, 1922. Commission award.

Index No. 728, Claim No. 2949. Julius Merton, Deceased; Margaret Merton, Widow, in behalf of herself and Frances Merton, Margaret Merton and Frederick Merton, Minor Children, Dependents, Claimants, vs. The Ohio & Colorado S. & R. Company, Employer, and The Travelers Insurance Company, Insurer, Respondents.

Supplemental award: Compensation of minor dependent terminated June 20, by reason of claimant having reached the age of eighteen years, August 8, 1922.

Index No. 729, Claim No. 4449. Cornelio Mestas, Deceased; Genobia Mestas, Widow, in behalf of herself and George Venjamin Mestas, Minor Son, Dependents, Claimants, vs. E. I. du Pont de Nemours & Company, Employer, Self-Insurer, Respondent.

Supplemental award. Question: Refund of overpayment. Compensation of minor dependent terminated by death. The respondent insurer paid compensation after claimant's death in the sum of \$296.04, and this was deposited to his account in trust. Award, the International State Bank of Trinidad, Colorado, is directed to refund the sum of \$296.04, June 26, 1922.

Index No. 730, Claim No. 18560. Seledon Mestas, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Question: Impairment of earning capacity. Award, \$1.99 per week from November 17, 1921, to April 9, 1922; \$5.40 per week from April 10 to April 20, 1922; \$1.99 per week from April 21 to May 16, 1922, and from and after May 16 at \$5.40 per week until further order of this Commission or until the claimant's right to compensation for permanent partial disability terminates as provided by law, June 26, 1922.

Index No. 731, Claim No. 3607. James Metaxas, Deceased; George D. Metaxas, Father, and Zaharou G. D. Metaxas, Mother, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Questions: Wages. Dependency. Wages of deceased did not exceed \$10.00 per week. Father and mother of deceased were 64.6% totally dependent. Award, \$303.38 (being 64.6% of total dependency at \$5.00 per week, less \$99.25 funeral expense, reduced to one-third account dependents being non-residents of the United States), attorney's fee allowed, \$65.00, April 3, 1922.

Award, \$336.44, funeral \$99.25, attorney's fee allowed, \$65.00. This award ordered substituted for the Referee's award of April 3, 1922, April 17, 1922. Commission award.

Index No. 732, Claim No. 3643. John Metaxas, Deceased; George D. Metaxas, Father, and Zaharou G. D. Metaxas, Mother, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Questions: Dependency. Wages. Held: Wages did not exceed \$10.00 per week. Parents were 3-17ths dependent upon deceased. \$100.00 to be first deducted from one-third of maximum compensation on account of funeral expense. Award, \$58.87, being 3-17 of the total dependency based on compensation rate of \$5.00 per week, less \$100.00, further reduced to one-third account dependents being non-residents of the United States, attorney's fees \$25.00, March 22, 1922.

Funeral expense. Question: Whether funeral expense shall be deducted from the compensation before the same is reduced to one-third or after it has been reduced to one-third. Held: Under the 1917 Act the funeral expense shall be deducted from compensation after the same has been reduced to one-third. This award ordered to supplement Referee's award of March 22, 1922, April 12, 1922. Commission award.

Index No. 733, Claim No. 11532. C. W. Metzger, Deceased; Nora A. Metzger, Widow, in behalf of herself and Helen A. Metzger, Margaret E. Metzger, and Billie C. Metzger, Minor Children, Dependents, Claimants, vs. The Portland Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Supplemental award. Held: Claimant died from tuberculosis of the intestines, and not as a result of his accident of November 7, 1919, compensation denied July 8, 1922.

Index No. 734, Claim No. 20942. Charles C. Meyer, Claimant, vs. Colorado Condensed Milk Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a 15% permanent total disability. His age was forty-six years. Expectancy 23.8 years. Award, \$1,859.26, October 28, 1922.

Index No. 735, Claim No. 17274. Theodore O. Meyers, Deceased; Martha Powell, Mother, in behalf of herself and Ellen J. Meyers, Sister, Dependents, Claimants, vs. The Smuggler Union Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Held: The mother was 38.13% dependent upon the deceased. Award, \$1,191.56, the sister's claim for compensation is denied on account of the sister not being a dependent, funeral \$75.00. This award ordered substituted in lieu of the Referee's award of August 7, 1921, December 23, 1921. Commission award.

Award of December 23, 1921, affirmed February 17, 1922. Commission award.

Index No. 736, Claim No. 19956. Bas Michael, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Question: Temporary disability. Hysteria as disability resulting from the accident. Held: Claimant's disability was of an hysterical character, analogous to shell shock and resulted from the accident and such disability from a working standpoint constitutes an actual disability. Award, \$170.00, May 23, 1922.

Index No. 737, Claim No. 18925. Frank Miklich, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Temporary disability. Permanent partial. Claimant sustained loss of use of right third and fourth toes. Temporary disability of 19 4/7 weeks exceeds specific. Award, \$195.72, February 1, 1922.

Index No. 738, Claim No. 8520. Ignatz Milenkovich, Deceased; Carta Milenkovich, Widow, in behalf of herself and Minor Child, Dependents, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Supplemental award: Dependent's notice and claim for compensation dismissed for lack of prosecution, November 15, 1922.

Index No. 739, Claim No. 16374. Aaron Miller, Claimant, vs. American Beet Sugar Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a loss of hearing in his left ear and the loss of several teeth. Award, temporary disability \$17.14, permanent partial disability \$350.00, dental \$65.00, July 22, 1922.

Referee's award of July 22, 1922, affirmed September 1, 1922. Commission award.

Index No. 740, Claim No. 20907. C. A. Miller, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained a 50% loss of vision in the left eye. Award, \$68.01, November 14, 1922.

Index No. 741, Claim No. 19761. Edward W. Miller, Claimant, vs. The Cresson Consolidated Gold Mining and Milling Company, Employer, and The United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week during disability, June 16, 1922.

Temporary disability. Award: Compensation as provided by agreement to October 1, 1922. Claimant's disability can be corrected by an operation. Further compensation denied unless claimant elects to receive an operation October 27, 1922.

Index No. 742, Claim No. 18561. G. W. Miller, Claimant, vs. The H. Ruwart Manufacturing Company, Employer, and Lumbermen's Mutual Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained the amputation of the little finger at the second joint, ring finger at the second joint, and a 90% loss of the middle finger at the second joint. Award, \$241.00, December 19, 1921.

Index No. 743, Claim No. 19607. J. K. Miller, Claimant, vs. The Nuckolls Packing Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Questions: Wages. Permanent partial disability. Held: Wages were \$12.00 per week. Claimant sustained a permanent partial disability equal to a 25% loss of the use of the right index finger at the distal joint. Award, \$27.00, March 29, 1922.

Index No. 744, Claim No. 18275. Joseph P. Miller, Claimant, Kennicott-Patterson Transfer Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution January 12, 1922.

Index No. 745, Claim No. 17548. Mike Miller, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim dismissed and denied for lack of prosecution December 5, 1921.

Index No. 746, Claim No. 10943. James Millionas, Deceased; George Millionas, Father, Eleni Millionas, Mother, and Kaliopi Millionas, Sister, Dependents, Claimants, vs. The Temple Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Cause reopened for reception of deposition, and hearing ordered December 27, 1922, at Denver, November 28, 1922. Commission award.

Index No. 747, Claim No. 19403. W. F. Mills, Claimant, vs. Denver Machine Shop, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Question: Physician's fees. Held: Physician's services were not required as a result of the accident. Physician's claim denied December 19, 1921.

Index No. 748, Claim No. 20036. W. F. Mills, Claimant, vs. Denver Machine Shop, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Physician's fees. Award, \$6.00, January 11, 1922.

Compensation denied and this award substituted in lieu of Referee's award of January 11, 1922, February 10, 1922. Commission award.

Index No. 749, Claim No. 19226. William Miller, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant received compensation for temporary disability. He sustained a loss of use of the index and middle fingers equivalent to one-half of the loss of these fingers amputated at the second joint. Award, \$110.00, July 8, 1922.

Index No. 750, Claim No. 10943. James Millionas, Deceased; George Millionas, Father, Eleni Millionas, Mother, and Kaliopi Millionas, Sister, Dependents, Claimants, vs. The Temple Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Claim dismissed and denied for lack of prosecution June 17, 1922.

Index No. 751, Claim No. 16091. Harry Milonas, Claimant, vs. Palisade Coal and Supply Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Claimant received compensation for temporary disability and sustained no permanent disability. Claim for further compensation denied July 29, 1922.

Index No. 752, Claim No. 17125. William M. Mitchell, Deceased; James W. Mitchell, Father, in behalf of himself and Freda Mitchell, Mother, Alice, Violet, Viola, and Laura Mitchell, Sisters, and James Mitchell, Brother, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Supplemental award: Compensation of father terminated by death, the compensation surviving and remaining compensation is ordered paid to the mother for the use and benefit of the remaining dependents, June 8, 1922.

Index No. 753, Claim No. 10591. Cesario Mondragon, Deceased; Selia S. Mondragon, his Widow, in behalf of herself and Tom Mondragon, Minor Child, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement denied January 5, 1922. Commission award.

Index No. 754, Claim No. 21355. Pablo Monreal, Claimant, vs. The Denver Alfalfa Milling and Products Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Questions: Temporary disability. Assault by fellow workman. Facial disfigurement. Claimant was assaulted by fellow workman without fault on his part. Award, temporary disability \$25.71, facial disfigurement \$25.00, June 30, 1922.

Index No. 755, Claim No. 10483. Charles Monson, Deceased; Lena Monson, Widow, Dependent, Claimant, vs. The Oakdale Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, and Lloyds of London, Re-Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing a residence at La Veta, Colorado, denied May 12, 1922. Commission award.

Supplemental award: Compensation of widow terminated by remarriage and one-half the balance of compensation due ordered paid in one lump sum of \$1,077.15, August 18, 1922.

Supplemental award: Compensation of widow terminated and one-half of the balance of compensation due at the date of remarriage ordered paid in one lump sum of \$746.36, September 1, 1922.

Index No. 756, Claim No. 22868. Francisco Montanez, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claimant's disability was not caused by an accident and did not last over ten days. Claim denied October 28, 1922.

Index No. 757, Claim No. 22153. Mrs. Antoinette Montgomery, Claimant, vs. The Board of Education, Silverton, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability, loss of earnings. Claimant received full wages during her period of disability, but sustained a loss of earnings amounting to \$150.00 by reason of her inability to attend summer school. Award, \$75.00, November 23, 1922.

Index No. 758, Claim No. 3391. Paul T. Moorhead, Claimant, vs. Loma Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Permanent disability. The award of March 15, 1918, provided for the payment of \$8.00 per week for life. The claimant is found to be permanently disabled and payments are ordered continued as provided in the award of March 15, 1918, July 26, 1922.

Index No. 759, Claim No. 22299. Marcadio Mora, Deceased; Guadalupe Mora, Widow, in behalf of herself and Minor Children, Ramon Mora, Trinidad Mora, Maria Mora, Dolores Mora, Rainaldo Mora and Francisco Mora, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, September 7, 1922.

Application for lump sum settlement denied, for the reason that six months had not elapsed from the date of accident to the time of the filing of the application, October 20, 1922. Commission award.

Index No. 760, Claim No. 16838. Aquino Morello, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a 5 per cent loss of use of the right arm measured at the shoulder and was disabled for fifty-four days in addition to the ten-day waiting period. Award, \$104.00, December 30, 1921.

Index No. 761, Claim No. 14636. Joe Morgan, Claimant, vs. Royal Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 10 per cent loss of use of the left hand at the wrist. Award, \$104.00. Claimant's temporary compensation was paid in excess of specific compensation. Further compensation denied December 29, 1921.

Index No. 762, Claim No. 19708. Antonio Morganstein, Claimant, vs. Santarelli Brothers, Employer, and Continental Casualty Company, Insurer, Respondents.

Supplemental award. Permanent partial disability. Claimant sustained a disability equivalent to the amputation of the index finger of the left hand at the proximal joint. Award, compensation as provided by agreement to May 1, 1922 and \$180.00, November 3, 1922.

Index No. 763, Claim No. 22230. Frank Morris, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claimant was disabled only four days and is not entitled to compensation benefits other than for medical and hospital allowance, November 18, 1922.

Index No. 764, Claim No. 19851. John Morris, Claimant, vs. The Moffat Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of allowing the claimant to return to his home in Greece granted in the sum of \$718.00; \$350.00 to be paid in cash, the balance upon his arrival in Greece, April 19, 1922. Commission award.

Index No. 765, Claim No. 19585. Camillo Moschetti, Claimant, vs. Canon Reliance Coal Company, Employer, and Continental Casualty Company, Insurer, Respondents.

Question: Statute of Limitations. Demand of claimant for compensation denied for failure to file claim for compensation within one year, January 6, 1922.

Index No. 766, Claim No. 18195. Emil Moser, Claimant, vs. Red Cliff Mining and Milling Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Aggravation of enlargement of the inguinal glands as an accident. Held: An aggravation of the enlargement of the inguinal glands due to a strain is an accident with the law. Award, \$38.57, January 23, 1922.

Index No. 767, Claim No. 1909. James W. Moser, Deceased; Rose A. J. Moser, Widow, in behalf of herself and Karl Moser, Sarah Moser, and Leona Moser, Minor Children, Dependents. Claimants, vs. The Elkton Consolidated Mining and Milling Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Compensation of minor dependent terminated by reason of his reaching the age of eighteen years. Refund of overpayment made to the widow, denied, as the Commission has no jurisdiction over moneys paid to her, September 30, 1922. Commission award.

Award of September 30, 1922, affirmed October 31, 1922. Commission award.

Index No. 768, Claim No. 270. Gust Mosher, Deceased; Mother, Brothers and Sisters whose names are unknown, Dependents. Claimants, vs. C. S. McKenzie, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Questions: Statute of Limitations. Trading with the Enemy Act. Deceased was killed October 30, 1916. April 2, 1918 the Royal Vice Consul of Sweden filed notice and claim for compensation. July 17, 1919 the Alien Property Custodian filed notice and claim for compensation. The insurance carrier contested liability on the grounds that the claim was not filed within one year. The Trading with the Enemy Act was approved October 16, 1917, and the claim filed by the Royal Vice Consul of Sweden is sufficient to protect the interest of the dependents. Motion to dismiss denied. Claim set for further hearing, June 6, 1922.

Index No. 769, Claim No. 22673. Annibale Mossetto, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained a 50 per cent loss of vision in the right eye. Award, \$520.00, November 3, 1922.

Index No. 770, Claim No. 19681. Charles F. Mott, Claimant, vs. Denver Union Stockyards Company, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Loss of vision. Claimant sustained complete loss of vision to right eye. Award, \$1,040.00, April 19, 1922.

Index No. 771, Claim No. 20373. Jesus Motta, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained an amputation of the great toe of the left foot at the distal joint and the second toe at the proximal joint. His temporary disability exceeds that provided by the specific schedule. Award, \$10.00 per week from November 1, 1921 to May 1, 1922, October 13, 1922.

Index No. 772, Claim No. 11080. Sosten Moya, Deceased, Delia Moya, Widow, in behalf of herself and Benjamin Moya, Eva Moya, and Sosten Moya, Junior, Minor Children, Dependents, Claimants, vs. Boulder Valley Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Compensation of widow terminated by remarriage, balance surviving to minor dependents. Award, \$15.79 per month to mother for use of minor dependents, balance to be deposited in the Home Savings and Trust Company to the account of minor dependents, June 29, 1922.

Index No. 773, Claim No. 22361. Juan Muela, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained the amputation of the left foot nearest the knee. His wages were \$16.00 per week. Award, \$1,112.00, attorney's fees allowed \$55.00, November 18, 1922.

Index No. 774, Claim No. 17332. Charles A. Mullaney, Deceased; Althea L. Mullaney, Widow, in behalf of herself and Charles A. Mullaney, Elfie Fay Mullaney, and Edward Everett Mullaney, Minor Children, Dependents, Claimants, vs. Alamo Hotel and Garage Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Fatal. Question: Rule violation. Decedent was in the act of violating instructions when he sustained a fall down the elevator shaft. Compensation reduced 50 per cent account rule violation. Award, \$1,562.50, funeral \$75.00, May 12, 1922.

Index No. 775, Claim No. 21698. William L. Muller, Claimant, vs. Midwest Restaurant, Employer, and The London Guarantee and Accident Corporation, Ltd., Insurer, Respondents.

Questions: Temporary disability. Lye soap burns as accident. Held: An injury resulting from the use of heavily charged lye soap during a full working day was an accident. Award, \$92.85, September 12, 1922.

Referee's award of September 12, 1922, affirmed September 30, 1922. Commission award.

Award, \$111.43. This award ordered substituted in lieu of Referee's award of September 12, 1922, November 16, 1922. Commission award.

Index No. 776, Claim No. 18030. Cobey Murbach, Deceased; Mrs. A. Murbach, Mother, and Louise Murbach, Sister, Dependents, Claimants, vs. United States Portland Cement Company, Employer, Self-Insurer, Respondent.

Fatal. Questions: Agreement in regard to compensation as waiver of rule violation as a defense. Failure to comply with rules of procedure in filing notice of contest. Dependency. The insurer filed a notice of contest and later filed an agreement. Held: The filing of an agreement in regard to compensation is a waiver of rule violation as a defense. The Referee further holds that the notice of contest was not filed as provided by Rule V, Rules of Procedure. The claimants were five-sevenths dependent upon the deceased. Award, \$2,232.14. July 22, 1922.

Index No. 777, Claim No. 17025. Mike Murray, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary and permanent partial disability. Claimant sustained a 30 per cent loss of use of the left leg measured at the ankle. The injury to the claimant's back and chest was sufficient to disable claimant to March 28, 1921. Award, temporary disability \$155.72, specific \$312.00, total \$467.72, April 8, 1922.

Index No. 778, Claim No. 22514. Temple Murray, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Hernia. Award, \$32.89, and \$50.00 special operating fee, October 6, 1922.

Index No. 779, Claim No. 21212. Pete Musial, Deceased; Teresa Musial, Widow, in behalf of herself and Annie Musial, Otilia Francis, Lois Francis and Joe Francis, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Question: Step-children as dependents. Held: Step-children are not dependents as defined by law. Award, \$3,125.00 to widow and daughter, funeral \$75.00, June 2, 1922.

Index No. 780, Claim No. 7398. Mike Musich, Deceased; Giocanna Musich, Widow, Claimant, vs. The Sunnyside Coal Mining Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Fatal. Question: Wages. The wages of the deceased did not exceed \$16.00 per week. Claimants were non-residents of the United States. Award, \$833.33, attorney's fee allowed \$85.00, funeral \$75.00, November 24, 1922.

Index No. 781, Claim No. 20008. Clare Mycrs, Claimant, vs. The Cedar Hill Coal and Coke Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Loss of vision. Claimant sustained a 30 per cent loss of vision of the left eye. Award, \$312.00, April 27, 1922.

Index No. 782, Claim No. 19756. George J. Myers, Claimant, vs. Krille-Nichols Wool and Hide Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 60 per cent loss of use of the right hand at the wrist. His permanent disability dates from the date of the accident. Award, \$624.00, July 21, 1922.

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Index No. 783, Claim No. 20513. J. H. Naden, Claimant, vs. Arkansas Valley Railway, Light and Power Company, Employer, and The Fidelity and Casualty Company, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution and lack of evidence November 29, 1922.

Index No. 784, Claim No. 16635. Frank Nails, Claimant, vs. The United Oil Company, Employer, Self-Insurer, Respondent.

Temporary disability. Claimant was paid compensation during his period of temporary disability. His present condition is not the result of the accident. He sustained no permanent disability. Compensation denied May 17, 1922.

Further hearing ordered at Canon City, June 23, 1922, for the purpose of receiving additional testimony, June 16, 1922. Commission award.

Referee's award of May 17, 1922, affirmed July 28, 1922. Commission award.

Index No. 785, Claim No. 21807. Lawrence Nance, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$92.86, July 17, 1922.

Index No. 786, Claim No. 23555. Felix Nassimbene, Claimant, vs. The Gates Rubber Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained the amputation of the left thumb at the second joint. Award, \$180.00, November 28, 1922.

Index No. 787, Claim No. 14022. Harvey C. Neese, Deceased; Kate Brock, Sister, Claimant, vs. City of Cripple Creek, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Question: Dependency. Sister of decedent was 25 per cent totally dependent upon him. Award, \$781.25, July 10, 1922.

Referee's award of December 11, 1920, affirmed July 8, 1922. Commission award.

Index No. 788, Claim No. 19889. Mary Neil, Claimant, vs. The Olinger Mortuary Association, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Approval of agreement entered December 15, 1921, through error, vacated, and claim ordered set for hearing, July 8, 1922. Commission award.

Award of July 8, 1922, affirmed August 25, 1922. Commission award.

Index No. 789, Claim No. 17129. Edward Nelson, Claimant, vs. Moran and Dodd, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Hearing was held December 14, 1921, as provided by the award of August 29, 1921. Award, claim for compensation denied and medical, surgical and hospital relief during the sixty days after the accident and not to exceed \$200.00 ordered paid, February 4, 1922. Commission award.

Index No. 790, Claim No. 23541. John A. Nelson, Claimant, vs. Johnson and Johnson, Employer, and Southern Surety Company, Insurer, Respondents.

Questions: Temporary disability and rule violation. The evidence as to a rule violation was not sustained by the testimony. Award, \$10.00 per week so long as the claimant is totally disabled, November 17, 1922.

Index No. 791, Claim No. 18700. Lawrence M. Nelson, Claimant, vs. Stearns Rogers Manufacturing Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a 25 per cent loss of use of right leg at the ankle. Award, \$260.00, April 8, 1922.

Index No. 792, Claim No. 20931. Oscar C. Nelson, Claimant, vs. Finger & Hendrickson, Employers, and The Travelers Insurance Company, Insurer, Respondents.

Claim for further compensation dismissed and denied at the claimant's request, October 28, 1922.

Index No. 793, Claim No. 9531. R. H. Nelson, Claimant, vs. Crouch Brothers Grocery and Meat Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of enlarging claimant's present business, granted in the sum of \$806.95, March 21, 1922. Commission award.

Index No. 794, Claim No. 1899. Fred P. Newton, Deceased; Lily C. Newton, his Widow, in behalf of herself and Harry, Arthur, Bessie, Marion and Katherine Newton, Minor Children, Dependents, Claimants, vs. Gertrude L. Frantz, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Supplemental award. Compensation of minor dependent terminated by reason of said minor reaching the age of eighteen years, June 9, 1922.

Index No. 795, Claim No. 20609. Albert Niemi, Claimant, vs. Gladstone Mines Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Claimant was able to return to work within ten days following his accident. He sustained no permanent disability. Compensation denied May 15, 1922.

Index No. 796, Claim No. 20467. Edward R. Niles, Claimant, vs. Leonard and Mahan, Employers, and Southern Surety Company, Insurer, Respondents.

Hernia. Award, special operating fee of \$50.00, and \$10.00 per week during disability after the first ten days, April 10, 1922.

Award, \$30.00 compensation due, and \$10.00 per week during disability as provided by award of April 10, 1922, June 3, 1922. Commission award.

Index No. 797, Claim No. 19790. Raymond C. Noble, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Question: Reimbursement of the claimant for services of special nurse. Held: There is nothing in the record to indicate the need for a special nurse and the claim for reimbursement for \$30.00 expended is therefore denied, January 24, 1922.

Index No. 798, Claim No. 14707. John Noriega, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Question: Right to compensation on account of recurrence of disability. Held: Compensation was denied May 27, 1921. Claimant sustained no recurrence of his disability. Compensation denied July 18, 1922.

Index No. 799, Claim No. 21126. Rupert Northrup, Claimant, vs. Ute Chief Mineral Water Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Loss of vision. Claimant sustained a 5 per cent loss of vision in the right eye. Award, \$52.00, August 25, 1922.

Index No. 800, Claim No. 19291. M. F. Norton, Claimant, vs. Sherman Mercantile Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 35 per cent loss of use of the right hand at the wrist which became fixed March 27, 1922. Award, \$312.00, October 13, 1922.

Index No. 801, Claim No. 20861. Steve Novosad, Claimant, vs. The Verdeckberg Iron and Wire Works Company, Employer, and New Amsterdam Casualty Company, Insurer, Respondents.

Temporary disability. Facial disfigurement. Award for temporary disability \$14.29, facial disfigurement, \$125.00, April 22, 1922.

O

Index No. 802, Claim No. 19500. Charles Oaks, Deceased; Frances E. Oaks, Widow, Dependent, Claimant, vs. F. Gutheoerl, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Fatal. Question: Stepson as dependent. Claim of stepson for compensation is denied on account of his failure to prove adoption. Compensation awarded to the widow. Award, \$3,125.00, funeral \$75.00, February 28, 1922.

Application for lump sum settlement for the purpose of paying indebtedness on real estate, denied August 15, 1922. Commission award.

Application for lump sum settlement for the purpose of paying mortgage on property granted, in the sum of \$440.00, November 8, 1922. Commission award.

Index No. 803, Claim No. 14212. B. O'Brien, Claimant, vs. The Manitou & Pikes Peak Railway Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Supplemental award. Permanent partial disability. Claimant sustained a 25 per cent loss of use of the right hand at the wrist. Award, \$260.00, August 25, 1922.

Referee's award of August 25, 1922, vacated, canceled and annulled and further hearing ordered for the purpose of receiving additional testimony, September 20, 1922. Commission award.

Index No. 804, Claim No. 19601. Ed. O'Donnell, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution and lack of evidence, November 22, 1922.

Index No. 805, Claim No. 19735. Carl Olson, Claimant, vs. The Portland Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$7.50 per week so long as the claimant shall be totally disabled, May 6, 1922.

Index No. 806, Claim No. 8076. John Olson, Deceased, Widow, Dependent, Claimant, vs. The Up-The-Divide Theatre Company, Employer, and Continental Casualty Company, Insurer, Respondents.

Claimant's petition for further hearing denied. Pursuant to mandate of Supreme Court of Colorado, and order of District Court of City and County of Denver extended findings of fact entered September 7, 1921. Commission award.

Commission award affirmed by Supreme Court March 6, 1922

Claimant's petition for modification of award denied. Award of September 7, 1921, affirmed October 4, 1921. Commission award.

Index No. 807, Claim No. 19323. Frank O'Neil, Claimant, vs. J. V. Stryker, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Approval of agreement entered November 26, 1921, through error, withdrawn, and claim ordered set for hearing, July 15, 1922. Commission award.

Commission award of July 15, 1922, affirmed August 25, 1922. Commission award.

Index No. 808, Claim No. 19780. James F. O'Neill, Claimant, vs. The Joslin Dry Goods Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Statute of Limitations. Infant claimant failed to file claim within eighteen months after the accident. Claim for compensation denied for the reason that it was not filed within the proper time, January 27, 1922.

Index No. 809, Claim No. 17820. A. E. Onn, Claimant, vs. Vindicator Consolidated Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 5 per cent permanent total disability. His age was thirty-four years. His expectancy 25.27 years. Award, \$657.02, October 28, 1922.

Index No. 810, Claim No. 19865. E. O. Onstine, Claimant, vs. Coon and Baum, Employer, and The Travelers Insurance Company, Insurer, Respondents.

Approval of agreement entered December 15, 1921, through error, withdrawn, and claim ordered set for hearing, July 8, 1922. Commission award.

Commission award of July 8, 1922, affirmed August 25, 1922. Commission award.

Index No. 811, Claim No. 21640. Frank Orazem, Claimant, vs. Modoc Consolidated Mines Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Loss of vision. Claimant sustained a total loss of vision in the left eye. Award, \$1,040.00, October 28, 1922.

Index No. 812, Claim No. 15706. Emmet O'Rourke, Claimant, vs. The Arvada Electric Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 50 per cent loss of use of left foot and 15 per cent loss of right foot measured at the ankle. Award, \$676.00 beginning October 15, 1920 (being date temporary disability ceased), January 23, 1922.

Index No. 813, Claim No. 21655. Jose Ortega, Deceased; Esperanza Ortega, Mother, and Leocadia Ortega, Sister, Dependents, Claimants, vs. Boulder Valley Coal Company, Employer, and The Employers Mutual Insurance Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00. November 28, 1922.

Index No. 814, Claim No. 20209. Charley Ortense, Claimant, vs. The Wm. E. Russell Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Questions: Temporary disability. Wages. Claimant's wages were \$16.77. Award, \$8.39 per week from November 2, 1921 to May 4, 1922, June 1, 1922.

Index No. 815, Claim No. 20424. J. M. Ortwein, Claimant, vs. Poudre Valley Packing Company, Employer, Respondent.

Question: Medical services. Award, \$11.00, April 29, 1922.

Index No. 816, Claim No. 20564. Abner L. Osborn, Claimant vs. Roger S. Hamblen, Employer, Respondent.

Questions: Farm labor. The employer was engaged in farming and claimant was engaged in farm labor at the time of the accident. Held: The Commission has no jurisdiction over employers of farm labor and the claim filed February 7 is dismissed for lack of jurisdiction, March 24, 1922.

Index No. 817, Claim No. 18063. Mike Osipenco, Deceased; Denico Osipenco, Brother, in behalf of Nicoli Osipenco, Father, Dependent, Claimant, vs. The Moffat Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Dependency. No dependency was proved. Claim for compensation other than medical, surgical and funeral allowance denied, November 15, 1922.

Index No. 818, Claim No. 15630. Frank Oswerk, Claimant, vs. Canon Reliance Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent total disability. Claimant was permanently totally disabled by reason of injuries to the lumbar vertebra. Award, \$43.40 per month so long as the claimant shall live and so long as he shall be permanently disabled, January 27, 1922.

Index No. 819, Claim No. 19009. Herbert W. Owen, Claimant, vs. City of Canon City, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Accident arising out of and in the course of employment. Claimant sustained a broken leg while riding a bicycle during working hours and while working for the above named employer, but the use of the bicycle was not required in compliance with the claimant's duties. Held: The accident did not arise out of and in the course of claimant's actual employment. Compensation denied January 10, 1922.

Index No. 820, Claim No. 14732. Rachel Owen, Claimant, vs. B. E. Schwalbe, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Application for lump sum settlement for purposes not definitely stated, denied June 14, 1922. Commission award.

P

Index No. 821, Claim No. 20281. Phillip Pabst, Claimant, vs. The Great Western Sugar Company, (C. E. Barkley, Contractor), Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution, November 22, 1922.

Index No. 822, Claim No. 19115. Eusebio Pacheco, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Question: Aggravation of chronic ulcer as temporary disability. Claimant sustained a cut on the leg which became infected by reason of the ulcerous condition of the leg. The resultant disability is to be attributed to the accident. Award, \$208.43, June 26, 1922.

Index No. 823, Claim No. 10281. Eusebio Pacheco, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent. Temporary disability. Award, \$41.43, June 29, 1922.

Index No. 824, Claim No. 21689. Eusebio Pacheco, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Question: Aggravation of chronic ulcer as disability. Claimant sustained a cut on the leg which became infected by reason of the previous ulcerous condition of the leg. Held: Disability was due to the accident. Award, \$10.00, June 29, 1922.

Index No. 825, Claim No. 19468. Mrs. Joe Pacheco, Claimant, vs. The Colorado Laundry Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Supplemental award. Temporary disability. Award, \$6.00 per week as provided by agreement approved November 21, 1921, until August 15, 1922, September 5, 1922.

Index No. 826, Claim No. 21032. Anton Paik, Claimant, vs. William Olson and Son, Employer, and Southern Surety Company, Insurer, Respondents.

Question: Freezing hands and feet as accident. There is no evidence in this claim that the freezing was a result of the accident, but rather that it was the result of exposure to the weather incident to employment and not an accident under the Workmen's Compensation Act, May 17, 1922.

Index No. 827, Claim No. 23070. Juan Pantoja, Deceased; Mary Pantoja, Widow, Frederica Pantoja, Aurora Pantoja, Jesus Pantoja, and Juan Pantoja, Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$1,041.66 being maximum compensation reduced to one-third on account of the dependents being non-residents of the United States, funeral \$75.00, attorney's fees \$25.00, November 3, 1922.

Index No. 828, Claim No. 17905. Mark Papovich, Claimant, vs. Mutual Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Questions: Permanent partial disability. Facial disfigurement. Claimant sustained a 33 1/2 per cent permanent total disability. Award for permanent partial disability \$2,600.00, facial disfigurement \$300.00, January 16, 1922.

Index No. 829, Claim No. 3605. Arthur Pappas, Deceased; Antonios G. Papathanasion, Father, Catherine Papathanasion, Mother, and Visiliky Papathanasion, Sister, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, and Lloyds of London, Re-Insurer, Respondents.

Supplemental award. Question: Dependency at the time of accident. Claimants are found not to be dependents. Compensation denied July 28, 1922.

Index No. 830, Claim No. 3861. Theros Pappas, Deceased, (also known as Theodore Barbayianis), Evgeneke Barayianis, Widow, Nicholas, Frosina, Irene, Politime and Constantine Barbayianis, Minor Children, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Fatal. Award, \$833.33 (being \$2,500.00 reduced to one-third account of dependents being non-residents of the United States), funeral \$75.00, attorney's fees allowed \$75.00, March 15, 1922.

Index No. 831, Claim No. 21155. Dominick Parfilio, Claimant, vs. The Cedar Hill Coal and Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$20.08, October 6, 1922.

Index No. 832, Claim No. 22665. Sam Parlipiano, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claimant was not disabled by an accident. Compensation denied November 18, 1922.

Index No. 833, Claim No. 22129. A. M. Parmenter, Claimant, vs. Toliver and Kinney, Employers, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week as provided by agreement to August 6, 1922, October 28, 1922.

Index No. 834, Claim No. 21826. Elmer Parsley, Claimant, vs. Charles I. Frazier (Mutual Construction Company), Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$37.14, October 28, 1922.

Index No. 835, Claim No. 21638. Frank Patchen, Claimant, vs. Arkansas Valley Light and Power Company, Employer, and The Fidelity and Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a 50 per cent loss of use of the right arm at the shoulder. Award, \$1,040.00, November 22, 1922.

Index No. 836, Claim No. 12038. John Paterson, Deceased; Jeanie Paterson, Widow, in behalf of herself and Samuel Whitelow Paterson and Annie Young Paterson, Minor Children, Dependents, Claimants, vs. The Moffat Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

On March 22, 1920, an award was entered granting maximum compensation to Anna Paterson. The Commission finding that Anna Paterson was not the lawful wife of John Paterson, and that Jeanie Paterson was his lawful wife and that Samuel Whitelow Paterson and Annie Young Paterson were minor dependents, award of March 22, 1921 is vacated, canceled and annulled. Award, \$969.33 1/3, being maximum compensation less \$217.00 heretofore paid to Anna Paterson, reduced to one-third on account of dependents being non-residents of the United States, funeral \$75.00, attorney's fees allowed \$100.00, deposition fees \$20.00, January 3, 1922. Commission award.

Index No. 837, Claim No. 22575. William Patton, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$197.14. Further hearing ordered to determine permanent disability, November 14, 1922.

Index No. 838, Claim No. 16909. Sam Paul, Claimant, vs. Denver Cab Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a 65 per cent loss of use of the left leg at the hip. Award, \$1,352.00, June 24, 1922.

Referee's award of June 24, 1922, affirmed July 26, 1922. Commission award.

Index No. 839, Claim No. 14530. Tony Pauletic, Claimant, vs. The Tomboy Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent total disability. Award, \$10.00 per week so long as the claimant shall live or so long as he shall be permanently disabled, April 6, 1922.

Index No. 840, Claim No. 21660. Frank Paulsen, Claimant, vs. Western Battery and Supply Company, Employer, and The Travelers Insurance Company, Insurer, Respondents.

Question: Lead poisoning as accident. Claimant sustained lead poisoning by reason of his employment pasting lead oxide on lead plates. Held: Lead poisoning is an occupational disease and is not an accident within the law and is not compensable. Compensation denied June 1, 1922.

Index No. 841, Claim No. 21203. Rudolph Peashka, Deceased; Stanisława Peashka, Widow, in behalf of herself and Elizabeth Peashka, Ferdinand Peashka, Lucy Peashka, and Adolf Peashka, Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, May 25, 1922.

Index No. 842, Claim No. 20976. Elmore W. Pearson, Claimant, vs. Larimer County, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Compensation was paid to March 14 and claimant was able to return to work that date. Claimant sustained no permanent disability. The payment of compensation to March 14 is approved as final, May 25, 1922.

Index No. 843, Claim No. 21898. Oscar Pearson, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claimant failed to show his disability resulted from an accident. Compensation denied July 26, 1922.

Index No. 844, Claim No. 21659. Emil Pedersen, Deceased; Anna Pedersen, Widow, in behalf of herself and Alfred Pedersen, George Pedersen, William Pedersen, Harry Pedersen, Helen Pedersen, and Mary Pedersen, Minor Children, Dependents, Claimants, vs. The Columbine Laundry Company, Employer, and Continental Casualty Company, Insurer, Respondents.

Fatal. Question: Inhalation of gas as accident. The decedent inhaled an unusual amount of gas on April 10, 1922, and died April 27. Held: The death was the proximate result of an accident. Award, \$3,125.00, funeral \$75.00, September 16, 1922.

Referee's award of September 16, 1922, affirmed October 11, 1922. Commission award.

Case now pending in the District Court, City and County of Denver.

Index No. 845, Claim No. 19077. Joseph H. Pennington, Claimant, vs. The Mountain Motors Company, Employer, and Employers' Liability Assurance Corporation, Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution January 6, 1922.

Index No. 846, Claim No. 20362. John Perdott, Claimant, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Question: Wages. Wages were \$14.66 per week and compensation should be \$7.33 per week. Claimant sustained no permanent injury. Award, \$47.12, March 6, 1922.

Index No. 847, Claim No. 19792. Jerry Pergola, Claimant, vs. The Denver Tramway Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a 35% loss of use of the right foot at the ankle. Award, compensation as provided by agreement to April 1, 1922, and \$364.00 for permanent disability, November 4, 1922.

Index No. 848, Claim No. 21475. James Perino, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a 5% loss of use of the thumb at the distal joint. Award, \$8.00, November 3, 1922.

Index No. 849, Claim No. 20133. Alfredo Perna, Deceased; Pietro Perna, Father, and Clotilde Perna, Mother, Dependents, Claimants, vs. The Big Four Coal and Coke Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Questions: Violation of safety rule. Dependency. Respondents failed to establish a violation of a safety rule. Claimant's were 51.66% dependent upon deceased. Award, \$804.92 (being 51.66 of \$3,125.00, reduced to one-third account claimants being non-residents of the United States), funeral \$75.00, attorney's fees allowed \$100.00, July 22, 1922.

Index No. 850, Claim No. 20369. Thomas Perrie, Claimant, vs. Lawrence & Nortz, Employer, and The Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Claim dismissed and denied for lack of prosecution August 16, 1922.

Index No. 851, Claim No. 23294. Andrew Perry, Claimant, vs. Colorado Cold Storage and Market Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Temporary disability. Award, \$40.00, November 22, 1922.

Index No. 852, Claim No. 18718. H. L. Perry, Claimant, vs. The Arkansas Valley Railway Light and Power Company, Employer, and The Fidelity and Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained the amputation of the left great toe and metatarsal bone thereof. Award, compensation for temporary disability from May 8 to September 30, 1921, at \$10.00 per week, and twenty-six weeks account permanent injury to left foot, total \$468.57, April 8, 1922.

Index No. 853, Claim No. 16409. Nuncio Perry, Claimant, vs. Union Coal and Coke Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$107.14, January 16, 1922.

Index No. 854, Claim No. 17767. Ester Peterson, Claimant, vs. Electric Laundry, Employer, Respondent.

Questions: Permanent partial disability. Failure of respondent employer to insure. Claimant sustained a loss of use of the index, middle and ring fingers measured from the middle joint. Award, temporary disability \$119.28, increased by 50% or \$178.92, permanent partial \$145.00, increased 50% or \$217.50, January 11, 1922.

Index No. 855, Claim No. 17643. Antone Petrovich, Claimant, vs. City of Pueblo, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Salary paid claimant during disability. Held: Claimant received full salary during his disability and is, therefore, not entitled to compensation. Compensation denied April 7, 1922.

Index No. 856, Claim No. 14010. Peter Philip, Claimant, vs. C. O. Van Note, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Supplemental award: Sole question is the permanent disability of the claimant, if any. Held: Claimant's present condition arises from a heart condition originating in childhood and not from the accident. Further compensation after December 20, 1921, denied, March 3, 1922.

Index No. 857, Claim No. 20786. Louis Phillips, Claimant, vs. National Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Loss of vision. Claimant sustained a 10% loss of vision in the left eye. Award, \$104.00, July 7, 1922.

Index No. 858, Claim No. 17766. Roy Phye, Claimant, vs. Fremont County, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claimant was disabled less than ten days and sustained no permanent disability. Compensation denied December 9, 1921.

Index No. 859, Claim No. 13236. Peter Picardi, Deceased; Adelaide Picardi, Sister, Dependent, Claimant, vs. The R. Hardesty Manufacturing Company, Employer, and The Aetna Life Insurance Company, Insurer, Respondents.

Fatal. Questions: (1) Whether death was caused by accident arising out of or in the course of employment. (2) Violation of reasonable safety rule. (3) Whether previous award in the claim of the father of the minor dependent (in which compensation was denied) is conclusive as to the cause of death of this decedent in which compensation was denied the father. (4) Whether minor claimant herein was dependent on the minor decedent. Held: The burden of proof as to the violation of safety rule is on the respondents and has not been sustained. This claim constitutes a new cause of action and a previous award in another claim is not binding on the Commission. The claimant was 28.5% dependent upon the deceased, the wages of deceased were \$12.00 per week. The minor claimant filed her claim within eighteen months after the accident which was within the Statute of Limitations. Award, 28.5% of \$1,875.00 (being maximum compensation at the rate of \$6.00 per week), January 23, 1922.

Held: The Commission is not bound by a previous finding in another case. The respondents have not sustained the burden of proof as to a rule violation. Decedent's minor sister is found to be a dependent to the extent of 33 1/3% of a total dependency. Award, \$625.00 (being 33 1/3% of maximum compensation based on a compensation rate of \$6.00 per week). This award ordered substituted in lieu of the Referee's award of January 23, 1922, March 14, 1922. Commission award.

Commission award of March 14, 1922, affirmed April 3, 1922. Commission award.

Award of Commission affirmed by the District Court, City and County of Denver, July 27, 1922.

\$80.00 attorney's fees allowed October 6, 1922. Commission award.

Index No. 860, Claim No. 20664. J. R. Pierce, Claimant, vs. The Great Western Sugar Company, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, \$12.87, April 29, 1922.

Index No. 861, Claim No. 18742. James W. Pierce, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a 10% loss of use of the arm at the elbow. Compensation was paid during temporary disability. Award, \$139.00, July 18, 1922.

Index No. 862, Claim No. 17645. Thomas Pina, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution and lack of evidence November 16, 1922.

Index No. 863, Claim No. 17945. N. Plasencia, Claimant, vs. The Moffat Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of allowing the claimant to return to his home in Mexico, granted in the sum of \$200.00, January 6, 1922. Commission award.

Application for lump sum settlement for the purpose of purchasing real estate in Old Mexico granted in the sum of \$640.51, May 26, 1922. Commission award.

Index No. 864, Claim No. 19476. Frances Poff, Claimant, vs. Emma Trine, Employer, Respondent.

Questions: Employer non-insurer. Temporary disability. Award, two days' compensation at \$10.00 per week increased by 50% on account of failure of employer to insure, or \$4.29, April 1, 1922.

Claimant is ordered to report to a physician for examination. This report to be made a part of the record if neither party elects to cross examine within five days and all proceedings thereafter ordered certified to the Commission for further consideration, April 22, 1922. Commission award.

Referee's award of April 1, 1922, affirmed July 8, 1922. Commission award.

Index No. 865, Claim No. 22015. Bartolo Poier, Deceased; Victor Poier, Brother, in behalf of Candida Poier, Mother, Claimant, vs. Cedar Hill Coal and Coke Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents

Dependent's notice and claim dismissed and denied for lack of sufficient evidence October 9, 1922.

Index No. 866, Claim No. 18844. August Polzin, Claimant, vs. Sedgwick County, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability, permanent partial disability. Claimant sustained a seventy-five per cent loss of use of the right arm measured at the elbow. Award for temporary disability \$148.57, permanent partial disability \$1,042.50, December 5, 1921.

Index No. 867, Claim No. 16082. R. M. Pope, Deceased; Nettie A. Pope, Daughter, Dependent, Claimant, vs. The Harding Investment Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, January 3, 1922.

Award, \$2,262.50, funeral \$75.00, ordered substituted in lieu of Referee's award of January 3, 1922, February 25, 1922. Commission award.

Index No. 868, Claim No. 20328. Ellis H. Porter, Claimant, vs. Green Brothers Fruit and Produce Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Hernia. Question: Burden of proof. The burden of proof is on the claimant and he has failed to establish that his condition arose from an accident on November 20, 1921. Compensation denied March 3, 1922.

Index No. 869, Claim No. 12613. J. M. Porter, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained a twenty per cent loss of vision of left eye. Award, \$208.00, June 17, 1922.

Index No. 870, Claim No. 17743. George A. Porth, Deceased; Carrie O. Porth, Widow, Dependent, Claimant, vs. Polar Ice Cream Company, Employer, and Globe Indemnity Company (Middlekamp), Insurer, Respondents.

Fatal. The counsel for the claimant asked for permission to withdraw the claim or for an award for the claimant without evidence as to dependency being produced. Ruling: The claimant must present whatever evidence she may have. Claim continued for further hearing. August 26, 1922.

Index No. 871, Claim No. 9457. Albert Potter, Claimant, vs. C. S. Lambie Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution November 10, 1922.

Index No. 872, Claim No. 19803. Otto Potts, Claimant, vs. J. V. Stryker, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Approval of agreement entered December 15, 1921, through error, withdrawn, and claim ordered set for hearing, July 15, 1922. Commission award.

Commission award of July 15, 1922, affirmed August 25, 1922. Commission award.

Index No. 873, Claim No. 19724. George B. Powell, Claimant, vs. Stevens Barr Lumber Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a fifty per cent loss of use of the left hand at the wrist. The disability became fixed February 1, 1922. Award, compensation as provided by agreement to February 1, 1922, and \$520.00 for permanent disability, September 20, 1922.

Index No. 874, Claim No. 14471. Steve Praznik, Claimant, vs. Ferro Alloy Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Supplemental award: Permanent partial disability. Claimant sustained a forty-five per cent loss of use of the right arm measured from the elbow. Award, \$556.00, April 27, 1922.

Index No. 875, Claim No. 20856. Mrs. Margaret C. Prettyman, Claimant, vs. Children's Hospital Association, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution September 9, 1922.

Index No. 876, Claim No. 19717. Mike Previch, Claimant, vs. G. A. Taff, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Questions: Temporary disability. Application for lump sum settlement. Award, \$10.00 per week so long as claimant shall be disabled. Application for lump sum settlement referred to the Commission, June 1, 1922.

Application for lump sum settlement for the purpose of paying counsel fees and purchasing real estate in Grand Junction, Colorado, denied June 14, 1922. Commission award.

Index No. 877, Claim No. 11396. John Price, Deceased; Rosina Price, Widow, Dependent, Claimant, vs. The Temple Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award: Compensation terminated by re-marriage and one-half of the balance due at the time of re-marriage ordered paid in one lump sum of \$313.63, September 16, 1922.

Index No. 878, Claim No. 23030. Frank J. Prince, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$97.30, November 18, 1922.

Index No. 879, Claim No. 15752. Lucy Pringle, Claimant, vs. The New St. Luke's Hospital Association, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Claimant sustained no permanent disability and compensation was paid during temporary disability. Claim for further compensation denied January 16, 1922.

Index No. 880, Claim No. 19973. Carlo Puglielli, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$8.54, May 17, 1922.

Index No. 881, Claim No. 18763. Charles A. Putnam, Claimant, vs. Small Brothers Plumbing Company, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Referee's award of November 14, 1921, affirmed December 19, 1921. Commission award.

Q

Index No. 882, Claim No. 15853. Manuel Quintela, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation from and after October 27, 1921, denied. Referee's award of May 7, 1921, vacated, canceled and annulled, January 12, 1922. Commission award.

Award of January 12, 1922, affirmed February 28, 1922. Commission award.

R

Index No. 883, Claim No. 20750. Floyd C. Ragsdale, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a 25 per cent loss of use of the right leg at the hip. Award, compensation as provided by agreement to August 1, 1922, and \$520.00, November 3, 1922.

Index No. 884, Claim No. 17789. Andrew Rajenivich, Claimant, vs. The Brooks Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution, August 25, 1922.

Index No. 885, Claim No. 18768. Celso G. Ramirez, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant's left middle finger was amputated at the second joint and left ring finger at the second joint. He sustained a 20 per cent loss of use of the right index finger at the distal joint. Award, \$178.00, April 6, 1922.

Index No. 886, Claim No. 22184. Ronaldo Ramirez, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for further compensation dismissed and denied for lack of prosecution and lack of evidence, November 29, 1922.

Index No. 887, Claim No. 18267. Rosando Ramirez, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Question: Wage history. Agreement presented July 11, 1921, provides for compensation at \$6.00 per week based on a wage of \$12.00. The Referee being

unable to secure a satisfactory wage history compensation should be paid on the basis of the daily wages at the time of accident. Award, \$10.00 per week, total \$44.29, January 23, 1922.

Index No. 888, Claim No. 19280. Leland R. Ramsey, Claimant, vs. Intermountain Railway, Light and Power Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution, and the payment of \$40.00 under agreement approved as final, August 18, 1922.

Index No. 889, Claim No. 18867. Roy R. Ramsey, Claimant, vs. The Deep Rock Artesian Water and Bottling Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Reduction in wages. The reduction in wages was not the proximate result of the accident, claimant having voluntarily sought other employment at lower wages. Compensation denied April 8, 1922.

Index No. 890, Claim No. 20900. A. Randall, Claimant, vs. Colorado Springs and Interurban Railroad Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Temporary disability, wages. Held: Claimant's wages were \$12.00 per week. Award, \$24.00, May 6, 1922.

Index No. 891, Claim No. 17376. Clinton E. Rathbun, Deceased; Lottie Rathbun, Widow, in behalf of herself and Harold Rathbun and Opal Rathbun, Minor Children, Dependents, Claimants, vs. The Gladstone Mines Company, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Fatal. Question: Whether death was the proximate result of the accident or whether decedent died from scarlet fever. Held: deceased died as a result of an accident. Award, \$3,125.00, funeral, \$75.00, January 27, 1922.

Referee's award of January 27, 1922, affirmed March 6, 1922. Commission award.

Index No. 892, Claim No. 22668. Fred L. Rea, Claimant, vs. Colorado State Hospital, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution and lack of evidence, November 29, 1922.

Index No. 893, Claim No. 18625. Mark A. Reba, Deceased; Marta Reba and Anna Reba, Sisters, Dependents, Claimants, vs. G. A. Taff, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Award, \$1,041.66 (being maximum compensation reduced to one-third account dependents being non-residents of the United States), funeral, \$75.00, interpreter's fees allowed \$25.00, May 22, 1922.

Mary Bratnick allowed \$59.40 reimbursement for expenses, July 29, 1922. Commission award.

Index No. 894, Claim No. 18519. Glen Rector, Deceased; J. B. Rector, Father, Claimant, vs. Rio Blanco County, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Question: Dependency. The father was not dependent upon the deceased. Claim for compensation denied. Award, funeral, \$75.00, August 19, 1922.

Index No. 895, Claim No. 16680. Walter Redmond, Claimant, vs. The Denver Rock Drill Manufacturing Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Pursuant to the order and decree of the District Court of the City and County of Denver, Third Division thereof, the following award is entered: Award, one hundred and thirty-nine weeks compensation at \$10.00 per week, plus compensation for temporary disability of an aggregate of \$1,398.57. This award ordered substituted in lieu of Referee's award of May 7, 1921, February 10, 1922. Commission award.

Index No. 896, Claim No. 18237. A. J. Reed, Claimant, vs. Otero County, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained twenty-five per cent loss of use of the left arm measured from the shoulder. Award, \$520.00, December 6, 1921.

Supplemental award. Question: Allowance of fees for nursing at claimant's home. Held: claimant cannot recover for hospital services unless same were actually received. Claim for nursing denied November 1, 1922.

Index No. 897, Claim No. 21101. Charles O. Reed, Claimant, vs. City and County of Denver, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Questions: Permanent partial disability. Claimant received full pay during disability and is entitled to no compensation for temporary disability. He sustained a ten per cent loss of use of the right foot at the ankle. Award, \$104.00, June 29, 1922.

Index No. 898, Claim No. 21810. George H. Reed, Deceased; Mrs. Emma Reed, Widow, Dependent, Claimant, vs. H. A. Klusener, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Fatal. Claimant died of valvular heart trouble and his death was not caused by any accident or accelerated by his employment. Compensation denied November 15, 1922. Commission award.

Index No. 899, Claim No. 20148. Otto Reed, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Questions: Temporary disability, nervous shock as disability. Claimant was disabled for several weeks of the period of total disability on account of nervous shock which was a result of the accident. Award, \$10.00 per week from December 8, 1921, to February 20, 1922, June 1, 1922.

Index No. 900, Claim No. 16076. James Reedy, Claimant, vs. San Miguel County, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Question: Permanent partial disability. Claimant sustained a fifty per cent disability as a working unit. Age 65 years. Expectancy 11.10 years. He is, therefore, entitled to maximum compensation for permanent partial disability. Award, \$2,600.00, June 10, 1922.

Index No. 901, Claim No. 17657. Cecil Reese, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Permanent partial disability. Claimant sustained a twenty-five per cent loss of use of the right foot at the ankle. Compensation was paid during temporary disability. Award, \$260.00, July 26, 1922.

Index No. 902, Claim No. 19149. Lawrence S. Reid, Claimant, vs. Producers and Refiners Corporation, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Temporary disability. Award, further compensation in the sum of \$57.14. Further hearing ordered to determine permanent disability, if any, June 30, 1922.

Index No. 903, Claim No. 20901. Henry Renken, Claimant, vs. The Standard Fire Brick Company, Employer, Self-Insurer, Respondent.

Temporary disability. Agreement approved and receipt showing payment approved as final, November 3, 1922.

Index No. 904, Claim No. 21446. Santiago Renteria, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$3.58, November 22, 1922.

Index No. 905, Claim No. 22938. Anton J. Reuz, Deceased; Mae Reuz, Widow, in behalf of herself and Mary Louise Reuz, Minor Daughter, Dependents, Claimants, vs. N. V. Anderson, Employer, and Aetna Life Insurance Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral, \$75.00, November 23, 1922.

Index No. 906, Claim No. 19868. G. W. Rhodes, Claimant, vs. The Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, \$10.00, June 16, 1922.

Index No. 907, Claim No. 10799. F. L. Richardson, Claimant, vs. Sterling Lumber Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Question: Permanent partial disability and amelioration of claimant's condition by surgical operation performed at his expense. Eighty per cent loss of use of right leg at the hip. Award, \$1,664.00, May 23, 1921.

Respondents' petition for further hearing granted September 14, 1921. Commission award.

Confirming Referee's award of May 23, 1921, November 3, 1921. Commission award.

Award of the Industrial Commission affirmed by the Supreme Court October 2, 1922.

Index No. 908, Claim No. 20159. John T. Rigen, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Temporary disability. Reduction in wages. Claimant's wages were \$40.00 per week. Award, \$10.00 per week during total disability; \$10.00 per week so long as claimant's earning capacity is limited to \$12.00 per week. Further hearing ordered to determine permanent disability, May 17, 1922.

Supplemental award. Permanent partial disability. Claimant sustained a twenty-five per cent loss of working capacity. His age was 33 years. Expectancy 33.21 years. Award, \$2,600.00, November 3, 1922.

Index No. 909, Claim No. 18316. J. F. Rink, Claimant, vs. The Denver Dry Goods Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Occupational risk. Claimant's eye was infected from coloring material used in his work and claimant was unable to prove an accident. Held: This disability was the result of an occupational risk. Claim for compensation denied December 9, 1922.

Index No. 910, Claim No. 20556. C. C. Rippe, Claimant, vs. Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Hernia. Held: Claimant did not sustain an accident under the conditions prescribed by law as he could not fix the date of accident or prove that it resulted from an accidental strain. Compensation denied May 12, 1922.

Index No. 911, Claim No. 17753. Antonio Rivera, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution, December 5, 1921.

Index No. 912, Claim No. 20857. Casimiro Rivera, Deceased; Lusita A. Rivera, Widow, in behalf of herself and Joe Rivera, Minor Son, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, April 3, 1922.

Index No. 913, Claim No. 21440. J. T. Roberts, Claimant, vs. National Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a fifty per cent loss of use of the right hand at the wrist. Award, \$520.00, October 21, 1922.

Index No. 914, Claim No. 15176. Charles K. Robertson, Deceased; Delia F. Kersten, Sister, Dependent, Claimant, vs. City and County of Denver, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Compensation of dependent sister terminated by reason of death, March 24, 1922.

Index No. 915, Claim No. 18201. George Robertson, Claimant, vs. Holly Sugar Corporation, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Further hearing ordered to receive additional testimony December 29, 1921. Commission award.

Award, \$695.00. This award ordered substituted in lieu of Referee's award of November 18, 1921, July 5, 1922. Commission award.

Index No. 916, Claim No. 14265. Cecil S. Robinson, Claimant, vs. Avondale Alfalfa Milling and Elevator Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Claim dismissed and denied for lack of prosecution July 8, 1922.

Index No. 917, Claim No. 22627. Grace Robinson, Claimant, vs. Manhattan Restaurant (Richard Pinhorn), Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Medical fees. Award, \$35.00 in full settlement of physician's claim, November 27, 1922.

Index No. 918, Claim No. 17161. William Roden, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Claimant was paid compensation during disability. He sustained no permanent disability. Claim for further compensation denied May 12, 1922.

Index No. 919, Claim No. 23265. Tony Rodesty, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$70.00, November 10, 1922.

Index No. 920, Claim No. 22573. Juan Rodriguez, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$111.43, November 18, 1922.

Index No. 921, Claim No. 19875. John Rogers, Claimant, vs. C. H. Young and Son, Employer, and New Amsterdam Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a fifteen per cent loss of use of the left foot at the ankle which became fixed and permanent November 13, 1921. Compensation was paid to that date. Award, \$156.00, October 13, 1922.

Index No. 922, Claim No. 9524. John Rogers, Claimant, vs. The Gates Rubber Company, Employer, and London Guarantee and Accident Company, Limited, Insurer, Respondents.

Question: Permanent partial disability. Ten per cent loss of use of arm at elbow. Temporary total disability period exceeded specific. Claim for compensation on account of permanent partial disability denied April 9, 1921.

Claimant's petition for modification of award denied. Referee's award of April 9, 1921, affirmed May 16, 1921. Commission award.

Award of the Industrial Commission affirmed by the District Court, City and County of Denver, December 9, 1922.

Index No. 923, Claim No. 20463. S. D. Rogers, Claimant, vs. Arkansas Valley Railway Light and Power Company, Employer, and The Fidelity and Casualty Company, Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution November 22, 1922.

Index No. 924, Claim No. 17153. Francisco Rojas, Claimant, vs. American Smelting & Refining Company, Employer, Self-Insurer, Respondent.

Temporary disability. Compensation has been paid in full for temporary disability and claimant sustained no permanent disability. Further compensation denied December 16, 1921.

Index No. 925, Claim No. 16041. Felix Roskoski, Deceased; Joe Roskoski, Father, in behalf of himself and Annie Roskoski, Mother, Frank Roskoski, Heinrich Roskoski, Annie Roskoski, Harry Roskoski, Andres Roskoski, and Clare Roskoski, Minor Dependents, Claimants, vs. Huerfano Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Dependency. Claimant's were twenty-five and one-tenth per cent dependent. Award, \$784.38, funeral \$75.00, attorney's fees \$50.00, January 16, 1922.

Index No. 926, Claim No. 17929. Charles Ross, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Questions: Failure to follow physician's orders. Burden of proof. Held, the respondent employer as self-insurer failed to sustain the burden of proof as to the contention that the claimant failed to follow physician's orders. Award, \$74.28, January 6, 1922.

Further hearing ordered at Canon City to receive further testimony and to permit the cross-examination of Dr. L. E. Rupert. Referee's award of January 6, 1922, suspended until further order of the Commission, February 1, 1922. Commission award.

Referee's award of January 6, 1922, affirmed September 20, 1922. Commission award.

Index No. 927, Claim No. 17116. Frank Ross, Claimant, vs. Bi-Metallic Investment Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a ten per cent permanent partial disability. Claimant's age was 52 years. Award, \$1,014.48, April 3, 1922.

Index No. 928, Claim No. 18417. Antonito Rossetti, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution April 19, 1922.

Index No. 929, Claim No. 21885. Carmine Rossi, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$7.15, September 12, 1922.

Index No. 930, Claim No. 9197. Frank Rossman, Deceased; Alice Mary Rossman, his Widow, in behalf of herself and Katharina Alice Rossman and Ileana Leota Rossman, Minor Children, Dependents, Claimants, vs. The Moffat Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of paying indebtedness against real estate owned by the conservator of the minor dependent, denied June 14, 1922. Commission award.

Index No. 931, Claim No. 18239. H. R. Rouse, Claimant, vs. S. F. Shutt, and A. W. Bernard, Employers, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a thirty per cent loss of use of the right foot measured at the ankle. Award, \$312.00, July 22, 1922.

Referee's award of July 22, 1922, affirmed September 18, 1922. Commission award.

Index No. 932, Claim No. 3622. Steve Rokich, Deceased; Staja Vodj Bjel Yac Rockich, Widow, in behalf of herself and Katarino Rokich and Milica Rokich, Minor Daughters, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, and Lloyds of London, Re-Insurer, Respondents.

Fatal. Wages minimum. Award, \$528.83 (being maximum compensation at the rate of \$5.00 per week reduced to one-third account claimants being non-residents of the United States), funeral \$100.00, attorney's fees allowed, \$25.00, January 27, 1922.

Index No. 933, Claim No. 17076. John Romano, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Question: Compensation receivable from two sources. Held: The claimant is receiving compensation benefits from the Government of the United States. Compensation for the same injury cannot be drawn from two sources. Compensation denied. This award ordered substituted for the Referee's award of September 27, 1921, January 3, 1922. Commission award.

Index No. 934, Claim No. 21197. Charles Romero, Deceased; Stella Romero, Widow, in behalf of herself and Bertha Romero, Charles Romero, Jr., Bert Romero, Juanita Romero, Thomas Romero, Henry Romero, Richard Romero, Minor Sons and Daughters, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, June 29, 1922.

Index No. 935, Claim No. 15604. Feliberto Romero, Deceased; J. C. Romero, Father, and Angelica Romero, Mother, Dependents, Claimants, vs. The Smuggler Union Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Claimant's death was not the result of any injury, but was due to pneumonia. Claim for compensation dismissed August 26, 1922.

Index No. 936, Claim No. 15672. Lee Romero, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Question: Claimant's condition as resulting from accident. Claimant was suffering from articular rheumatism and was not injured at the time and place as alleged. Claim for compensation denied September 14, 1922.

Index No. 937, Claim No. 21198. Robert E. Romero, Deceased; Stella Romero, Mother, Bertha Romero, Sister, Charles Romero, Brother, Bert Romero, Brother, Juanita Romero, Sister, Thomas Romero, Brother, Henry Romero, Brother, and Richard Romero, Brother, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Question: Dependency. Claimants were forty per cent dependent. Award, \$1,250.00, funeral \$75.00, November 4, 1922.

Index No. 938, Claim No. 14264. Fred Rose, Claimant, vs. Western Colorado Power Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing real estate, cows and chickens, granted in the sum of \$1,704.90, January 5, 1922. Commission award.

Index No. 939, Claim No. 19902. James F. Rowan, Claimant, vs. The Bayly Underhill Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Facial disfigurement. Award, \$75.00, February 28, 1922.

Index No. 940, Claim No. 12595. Irwin Roy, Claimant, vs. The Colorado Lumber Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of making repairs on claimant's home granted in the sum of \$213.70, May 3, 1922. Commission award.

Index No. 941, Claim No. 10025. Manuel Rublo, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claimant's application for reimbursement on account of money paid for an artificial leg, denied, as the employer has heretofore paid all medical and hospital expense required by law, March 6, 1922. Commission award.

Index No. 942, Claim No. 14719. Thomas A. Rueker, Claimant, vs. L. A. Peterman, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Questions: Permanent disability. Burden of proof. Claimant failed to establish disability or to show that he could not return to work September 15, 1921, to which date compensation has been paid. Further compensation denied April 27, 1922.

Index No. 943, Claim No. 11443. Jesus Ruiz, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a twenty per cent loss of use of the right foot at the ankle. Award, \$10.00 per week from June 21, 1919, to June 20, 1920, for temporary disability, and \$208.00 for permanent disability, November 22, 1922.

Referee's award of November 22, 1922, vacated, canceled and annulled and a further hearing ordered at Trinidad for the purpose of receiving further testimony, November 27, 1922. Commission award.

Index No. 944, Claim No. 22404. George Moore Russell, Deceased; Mame L. Russell, Widow, in behalf of herself and Maxine M. Russell, and Madge Elizabeth Russell, Minor Daughters, Dependents, Claimants, vs. Southern Colorado Power Company, Employer, and The Fidelity and Casualty Company of New York, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00. September 14, 1922.

Index No. 945, Claim No. 20220. R. C. Russell, Claimant, vs. Denver Tramway Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a fifty per cent loss of use of the right thumb at the second joint. Award, \$90.00, September 26, 1922.

Index No. 946, Claim No. 17389. Steve Russell, Claimant, vs. Hayden Brothers Coal Corporation, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Question: Temporary disability. Award, \$10.00 per week so long as claimant shall be totally disabled, May 31, 1922.

Index No. 947, Claim No. 16617. Joseph Russo, Claimant, vs. Temple Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a forty per cent loss of use of right hand at the wrist. Award, \$10.00 per week during temporary disability to September 29 and from and after September 29, 1921, \$416.00, April 19, 1922.

Index No. 948, Claim No. 16897. James H. Ryan, Claimant, vs. Holly Sugar Corporation, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a seventy-five per cent loss of use of the right leg measured at the knee. Award, \$1,142.50, August 15, 1922.

Index No. 949, Claim No. 19210. Joe Ryan, Claimant, vs. G. A. Taff, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Total permanent disability. Hearing had no respondents' petition for determination of liability. Award: Respondent is required to pay compensation as provided by agreement so long as the claimant shall live, May 16, 1922.

Award of May 16, 1922, affirmed June 8, 1922. Commission award.

Application for lump sum settlement for the purpose of purchasing a rooming house in Reno, Nevada, denied August 15, 1922. Commission award.

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Index No. 950, Claim No. 9775. Abel Saiz, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a ten per cent loss of use of the right leg at the hip. Compensation was paid for temporary disability exceeding that required for claimant's permanent partial disability and claimant's refusal to follow his physician's advice is a factor in the permanent partial disability. Further compensation denied December 29, 1921.

Index No. 951, Claim No. 21260. Joe M. Salas, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained loss of use of left index finger equal to the amputation at the distal joint. Award, \$90.00, June 15, 1922.

Index No. 952, Claim No. 18257. Augustin Salomon, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Supplemental award. Question: Recurrence of disability. Claimant was awarded \$42.86 on October 31, 1921, and now alleges a recurrence of his disability. Held: Claimant's present condition is not a result of the accident and his claim for compensation is denied, June 15, 1922.

Index No. 953, Claim No. 20123. Augustin Salomon, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$17.14, June 16, 1922.

Index No. 954, Claim No. 20202. Augustin Salomon, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$1.43, June 16, 1922.

Index No. 955, Claim No. 21107. George Salardino, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Loss of vision. Claimant sustained a thirty-three and one-third per cent loss of vision in the right eye. Award, \$346.67, November 3, 1922.

Index No. 956, Claim No. 18290. Albert Salas, Deceased; Edward Salas, Brother, in behalf of Mary Salas, Joseph Salas, John N. Salas, Minor Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Self-Insurer, Respondent.

Fatal. Question: Dependency. Claimants were found to be fifty per cent dependent upon deceased. Award, \$1,562.50, funeral \$75.00, attorney's fees allowed \$75.00, December 16, 1921.

Index No. 957, Claim No. 15667. Joe Salazar, Claimant, vs. Utah Fuel Company, Employer, Self-Insurer, Respondent.

Award entered December 6, 1921, recalled and canceled and annulled. Further hearing ordered for the purpose of receiving additional testimony, January 6, 1922. Commission award.

Referee's award of December 6, 1921, affirmed June 20, 1922. Commission award.

Index No. 958, Claim No. 20687. Beneto Saldibar, Claimant, vs. Three Pines Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$17.86, June 24, 1922.

Index No. 959, Claim No. 12168. Antonio Salvati, Deceased; Anunziatta Salvati, Widow, in behalf of herself and Carmen Salvati, John Salvati, Lena Salvati, Frank Salvati, Rosa Salvati, and Margaret Salvati, Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Supplemental award. Compensation of widow terminated by re-marriage; \$21.70 per month ordered paid to the widow for the use of the minor dependents and the balance deposited with the International State Bank of Trinidad as Trustee for the minor dependents, September 8, 1922.

Index No. 960, Claim No. 21392. Jose Sanchez, Claimant, vs. Trincheria Lumber Company, Employer, and The Employers' Liability Assurance Corporation, Ltd., Insurer, Respondents.

Question: Aggravation of tuberculosis of the hip joint by an accident. The claimant's continued disability is caused by the accident aggravating his previous tubercular condition. Award, \$10.00 per week so long as the claimant shall be totally disabled, June 24, 1922.

Further hearing ordered at Alamosa for the purpose of receiving additional testimony, July 28, 1922. Commission award.

Index No. 961, Claim No. 22941. Lee Sanchez, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$20.00, November 29, 1922.

Index No. 962, Claim No. 20890. Theodore Sanchez, Claimant, vs. Queen City Foundry Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$14.30, June 24, 1922.

Index No. 963, Claim No. 22461. Patricio Sanchez, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$14.28, November 18, 1922.

Index No. 964, Claim No. 20432. D. L. Sanders, Claimant, vs. The McAllister Lumber & Supply Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained the loss of one-half the distal phalanx of the left thumb. Agreement approved for \$90.00, July 8, 1922.

Index No. 965, Claim No. 17487. J. L. Sandoval, Claimant, vs. Empire Zinc Company, Employer, Self-Insurer, Respondent.
Temporary disability. Award, \$10.00, January 16, 1922.

Index No. 966, Claim No. 18988. Maximo Sandoval, Deceased; Luciano Sandoval, Father, and Prajedes Sandoval, Mother, Defendants, Claimants, vs. Prairie Canon Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Residence of claimants. The father and mother of the decedent lived in Mexico at the date of the accident. The father came to the United States before the decedent's death, but intends to return to Mexico. Held: Claimants are non-residents of the United States. Award, \$3,125.00, less \$260.00 heretofore paid decedent, reduced to one-third on account of dependents being non-residents of the United States, or \$955.00, funeral \$75.00, July 28, 1922.

Index No. 967, Claim No. 156. Nick Saneff, Deceased; Elena Saneff, Widow, in behalf of herself and Minor Daughter, Donka Saneff, Dependents, Claimants, vs. The Oakdale Coal Company, Employer, and The Ocean Accident & Guarantee Corp., Ltd., Insurer, Respondents.

Fatal. Award, \$833.33 (being maximum compensation reduced to one-third account dependents being non-residents of the United States), attorney's fee allowed \$50.00, April 24, 1922.

Index No. 968, Claim No. 20803. Anton Sankey, Deceased; Helena Sankey, Widow, in behalf of herself and Dan Sankey and Rudolph Sankey, Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Question: Wages. Deceased's wages did not exceed \$10.00 per week. Award, \$1,562.50, funeral, \$75.00, June 24, 1922.

Further hearing ordered at Trinidad, September 26, 1922, for the purpose of receiving additional testimony. Compensation ordered paid as provided by the award of June 24, 1922, pending such hearing, September 20, 1922. Commission award.

Supplemental award. Question: Wages. Held: Claimant was helping his wife in the boarding house at such times as he was not working and his total earnings brought his wages up to maximum. Award, \$3,125.00, funeral, \$75.00; this award, ordered substituted for Referee's award of June 24, 1922, November 14, 1922. Commission award.

Index No. 969, Claim No. 21626. Luke V. Santarella, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Claimant's condition was not the result of an accident. Claim for compensation denied November 3, 1922.

Index No. 970, Claim No. 19445. Rocco Santarelli, Claimant, vs. Santarelli Brothers, Employers, and Continental Casualty Company, Insurer, Respondents.

Temporary disability. Award, \$57.14, December 23, 1921.

Index No. 971, Claim No. 20493. Louis Santora, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$54.29, May 17, 1922.

Index No. 972, Claim No. 18689. Mildred Sapiro, Claimant, vs. Midwest Packing Company, Abe Morantz, Proprietor, Employer, and Western Indemnity Company, Insurer, Respondents.

Claimant was disabled for less than ten days and sustained no permanent disability. Claim for compensation denied December 14, 1921.

Index No. 973, Claim No. 23079 Charles F. Sattler, Claimant, vs. Hallack and Howard Lumber Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Baseball as an accident. Claimant's injury arose while on the employer's baseball team and did not arise out of and in the course of employment, November 10, 1922.

Index No. 974, Claim No. 21209. Pete L. Savio, Deceased; Ida Mae Savio, Widow, in behalf of herself and Wayne Louis Savio, Minor Son, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral, \$75.00, May 22, 1922.

Index No. 975, Claim No. 22987. J. Schilt, Claimant, vs. Lock Joint Pipe Company, Employer, and Royal Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a ten per cent permanent total disability. His expectancy was 41.53 years. Award, \$2,162.88, October 28, 1922.

Referee's award of October 28, 1922, affirmed November 18, 1922. Commission award.

Index No. 976, Claim No. 2997. John Schmidt, Deceased; his Widow, in behalf of herself and Anna and Caroline Schmidt, Daughters, and John Schmidt, Jr., Son, Minor Children, Dependents, Claimants, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Compensation due and to become due under previous award ordered deposited in the International State Bank of Trinidad in a savings account for the minor dependents, January 6, 1922.

Index No. 977, Claim No. 21154. Joe Scholes, Claimant, vs. North Park Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$120.00, May 31, 1922.

Index No. 978, Claim No. 20391. John F. Schoolman, Claimant, vs. The Jewel Company, Inc., Employer, and Maryland Casualty Company, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution and lack of evidence, November 29, 1922.

Index No. 979, Claim No. 12329. W. A. Schranz, Claimant, vs. Colorado Ice and Cold Storage Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, \$34.29, March 11, 1922.

Index No. 980, Claim No. 20237. William H. Schropp, Deceased; Jessie Schropp, Widow, Dependent, Claimant, vs. G. W. Hamilton and R. J. Gleason, Employer, and Maryland Casualty Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral, \$75.00, September 16, 1922.

Referee's award of September 16, 1922, affirmed October 31, 1922. Commission award.

Index No. 981, Claim No. 20995. Sam Scoville, Claimant, vs. The Sells Floto Circus, Employer, Respondent.

Question: Hearing in less than statutory period. Claim came on for hearing at the request of claimant on less than statutory period of notice. The respondent did not receive proper notice of the hearing of March 27 or 28, and a material witness is absent from the State. Claim continued for further hearing, May 17, 1922.

Index No. 982, Claim No. 17793. Robert Scrogan, Claimant, vs. Forbush Fuel and Ice Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Referee's award of October 17, 1921, affirmed March 17, 1922. Commission award.

Index No. 983, Claim No. 21740. Jas. L. Seay, Claimant, vs. City of Pueblo, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$10.00, July 21, 1922.

Index No. 984, Claim No. 12067. Sam Sefa, Deceased; Mary Margrete Sefa, Widow, Dependent, Claimant, vs. The Marshall Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Compensation to widow terminated by re-marriage. Award, \$159.70 (being one-half of the unpaid compensation) in one lump sum, June 13, 1922.

Index No. 985, Claim No. 18321. Alva Sefton, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim dismissed and denied for lack of prosecution December 5, 1921.

Index No. 986, Claim No. 15007. Morgan A. Seitz, Deceased; Mabel Seitz, Widow, Dependent, Claimant, vs. Canon Reliance Coal Company, Employer, and Continental Casualty Company, Insurer, Respondents.

Question: Termination of the jurisdiction of the Commission by death of claimant. Decedent was injured February 5, 1920. Referee's award of July 21, 1920, awarded compensation at \$10.00 per week beginning May 23, and continuing during disability. The respondents' petitioned for review. The decedent died before the Commission passed on the petition for review. Held: The decedent's death terminated the Commission's jurisdiction as to the claim filed during his lifetime. It is also held that cancer was the immediate cause of death and that the claimant's cancerous condition arose from his accident. Award, \$3,125.00, funeral \$75.00, December 19, 1921.

Held: Decedent's death was the proximate result of an accident. Award, \$3,125.00, funeral, \$75.00. Compensation from February 5, 1920, to September 29, 1920, ordered deducted by reason of the failure of the deceased to report his injury before September 29, 1920, February 10, 1922. Commission award.

Award of Commission affirmed and reversed in part by District Court, City and County of Denver. Case appealed to Supreme Court.

Index No. 987, Claim No. 13595. J. R. Selvey, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution, December 6, 1921.

Index No. 988, Claim No. 15290. Charles Senatore, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for purpose of improving property granted in the sum of \$621.55, February 6, 1922. Commission award.

Index No. 989, Claim No. 20531. Angelo Senna, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$14.30, April 15, 1922.

Index No. 990, Claim No. 14811. Juan Serna, Deceased; Gertrude H. Serna (Vigil), Widow, in behalf of herself and Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Supplemental award. Compensation widow terminated account re-marriage, April 24, 1922.

Index No. 991, Claim No. 21099. Octavio Serroni, Claimant, vs. Gates Coal and Lumber Company, Employer, Respondent.

Questions: Temporary disability. Respondent employer not insured. Award, \$25.71 increased fifty per cent as provided by Section 27 of the Workmen's Compensation Law, or \$38.57, July 21, 1922.

Referee's award of July 21, 1922, affirmed August 25, 1922. Commission award.

Index No. 992, Claim No. 21201. Odilian Serrano, Deceased; Balancina Guajardo Serrano, Widow, Juanita Serrano, Jose Serrano, Minor Children, Dependents, and Minor Daughter Josephina Serrano, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Question: Dependency. The wife was voluntarily separated and living apart from the deceased. Her claim for compensation is therefore denied. Compensation granted to the minor dependents in the sum of \$3,125.00, \$15.00 per month to be paid to the mother for their use and \$28.40 per month to be deposited in trust. Funeral, \$75.00, November 3, 1922.

Index No. 993, Claim No. 21133. E. M. Sessions, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for further compensation dismissed and denied for lack of prosecution, November 3, 1922.

Index No. 994, Claim No. 18647. George Setchfield, Claimant, vs. The Crissey & Fowler Lumber Company, Employer, and Lumberman's Mutual Casualty Company, Insurer, Respondents.

Claim for compensation dismissed and denied for lack of prosecution, May 6, 1922.

Index No. 995, Claim No. 17815. Harry C. Severn, Claimant, vs. The Market Company, Employer, and Royal Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a thirty per cent loss of use of the right hand at the wrist. Award, \$312.00, December 29, 1921.

Index No. 996, Claim No. 14385. A. J. Sexton, Claimant, vs. Ajax Coal Mining Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Loss of wages. Award, \$6.00 per week from July 15, 1921, to March 31, 1922, account claimant sustaining a fifty per cent vocational handicap or loss of wages of \$12.00 per week, January 20, 1922.

Index No. 997, Claim No. 20083. T. E. Sexton, Claimant, vs. Holly Sugar Corporation, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Supplemental award. Permanent and partial disability. Claimant sustained a seventy-five per cent loss of use of the index, middle and ring fingers measured from the second joint. He sustained no loss of wages by reason of temporary disability. Award, \$217.50, July 12, 1922.

Index No. 998, Claim No. 21739. Cibriano Silba, Deceased; Santos Silba, Sister, in behalf of herself and Rosaria Silba and Alberto Silba, Minor Daughter and Son, Dependents, Claimants, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Dependency. A son who had reached the age of majority at the time of the decedent father's death, and the decedent father supported the sister of the decedent. Held: The father was entitled to the son's earnings until he reached the age of majority and the sister was therefore totally dependent upon the decedent. Award, \$3,125.00, funeral, \$75.00, July 28, 1922.

Supplemental award. \$125.00 attorney's fees allowed September 2, 1922.

Index No. 999, Claim No. 16524. Jessie Simes, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary partial disability. Claimant will be disabled fifteen per cent from May 17 to September 15, 1922. Award, \$1.50 per week during period of partial disability, April 15, 1922.

Index No. 1000, Claim No. 20330. George E. Simmons, Claimant, vs. City Park Dairy Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Supplemental award. Permanent partial disability. Claimant sustained a fifty per cent loss of use of the left hand at the wrist. Award, \$520.00, September 9, 1922.

Index No. 1001, Claim No. 18435. Roger W. Shade, Claimant, vs. The Western Light and Power Company, Employer, and London Guarantee and Accident Company, Ltd, Insurer, Respondents.

Permanent partial disability. Claimant sustained a forty per cent loss of use of the right index finger, fifteen per cent loss of use of the middle finger, and a complete loss of use of the ring and little fingers. Award, \$371.00, December 9, 1921.

Index No. 1002, Claim No. 16469. George T. Shaffer, Claimant, vs. John Prlco, Employer, Respondent.

Question: Employer not employing four employees. Held: The employer was not employing four or more employees at the date of the accident and this Commission has no jurisdiction. Claim dismissed for lack of jurisdiction March 24, 1922.

Index No. 1003, Claim No. 1653. George E. Sharp, Claimant, vs. Mountain States Telephone and Telegraph Company, Employer, Self-Insurer, Respondent.

Supplemental award. Permanent partial disability. Claimant sustained a forty per cent loss of use of the right foot at the ankle. Award, \$332.80, attorney's fees allowed \$50.00, July 29, 1922.

Referee's award of July 29, 1922, affirmed August 21, 1922. Commission award.

Index No. 1004, Claim No. 21157. Charles Sheader, Claimant, vs. Boulder Valley Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$22.60, July 28, 1922.

Index No. 1005, Claim No. 21788. Herbert W. Shephard, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$26.02, July 14, 1922.

Index No. 1006, Claim No. 19809. Joe Shigmoto, Claimant, vs. The Vesta Mines, Inc., Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Loss of vision. Claimant sustained a twenty-five per cent loss of vision in the right eye. Award, \$260.00, October 28, 1922.

Index No. 1007, Claim No. 19413. Edward Shimmin, Deceased; Maxine Shimmin, Widow, Dependent, Claimant, vs. Ibex Mining Company (F. O. Mandy Lease), Employer, and London Guarantee and Accident Company, Limited, Insurer, Respondents.

Fatal. Question: Miners' consumption. Decedent died of an abscess of the lung. Claimant maintains this was caused by an injury caused by the use of a jack hammer. There is no evidence to this effect. Held: Claimant died of miners' consumption. His death was not the proximate result of an accident as defined by the Workmen's Compensation Act. Compensation denied, May 17, 1922.

Claim for compensation denied as the death of the deceased did not result from an accident, August 2, 1922. Commission award.

Index No. 1008, Claim No. 21369. J. F. Shook, Claimant, vs. The Pike's Peak Consolidated Fuel Company, Employer, Self-Insurer, Respondent.

Temporary disability. Compensation is ordered paid to June 19, as provided by agreement approved April 25, August 25, 1922.

Index No. 1009, Claim No. 9911. John Short, Claimant, vs. Newman Mining, Milling & Leasing Company, Employer, and London Guarantee & Accident Company, Ltd., Insurer, Respondents.

Pursuant to the order and judgment of the District Court in and for the City and County of Denver, entered June 7, 1921, the Commission made the following supplemental findings: The insured had not secured authority to carry its own medical, surgical and hospital liability. Award: The London Guarantee and Accident Company is ordered to pay \$10.00 per week from May 27, 1919, to April 1, 1920, on account of temporary disability, and \$19.50 per month from April 1, 1920, to August 7, 1920, on account of claimant's reduction in earning capacity. The employer is ordered to pay \$5.00 per week from May 27, 1919, to April 1, 1920; and \$9.75 per month from April 1 to August 7, 1920, on account of claimant's loss of earnings. A further hearing is ordered to determine the claimant's permanent disability. The employer's medical liability is increased from \$200.00 to \$300.00, December 19, 1921. Commission award.

Supplemental award. Questions: Permanent partial disability, and right to further compensation. Claimant sustained a twenty-five per cent. loss of use of the left arm measured from the shoulder. His permanent disability became fixed April 1, 1920. Award, \$520.00, increased by fifty per cent as provided by Section 27 of the Workmen's Compensation Law, July 18, 1922.

Index No. 1010, Claim No. 20313. William Ira Simpson, Claimant, vs. The Ridenour-Baker Mercantile Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a ten per cent. loss of use of the right hand at the wrist, which became fixed and permanent April 1, 1922. Compensation was paid to April 25. Award, \$104.00, less compensation heretofore paid, November 28, 1922.

Index No. 1011, Claim No. 17308. S. C. Skipp, Claimant, vs. O. P. Baur Confectionery Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Claimant was totally disabled at the time of hearing and his permanent disability cannot be determined at this time. Award, \$10.00 per week during total disability, May 15, 1922.

Index No. 1012, Claim No. 11857. Ira F. Slater, Claimant, vs. Grant Parfet, Employer, and The Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Supplemental award. Question: Permanent partial disability. Claimant sustained from forty to sixty per cent. permanent total disability. His expectancy was 20.2 years. His disability became fixed and permanent August 5, 1920. Award, \$2,600.00, beginning August 5, 1920, June 24, 1922.

Index No. 1013, Claim No. 20839. George Slatynski, Claimant, vs. The City and County of Denver, Employer, and The State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained not less than a fifteen per cent. loss of use of the left leg at the hip. Award, \$312.00. Further hearing ordered for the purpose of determining permanent disability, October 14, 1922.

Supplemental award. Claimant is entitled to 15.6 weeks' compensation for twenty per cent. temporary partial disability, and 10.4 weeks for five per cent. permanent partial disability. Award, \$260.00. This award ordered substituted for the Referee's award of October 14, 1922, November 16, 1922. Commission award.

Index No. 1014, Claim No. 1583. Pasko Sluyo, Deceased; Duyo Sluyo, Father, and Kate Sluyo, Claimants, vs. The Hugh Leasing Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Fatal. Question: Dependency. Father and mother of deceased were twenty-five per cent. dependent upon him. Award, \$208.33 (being maximum compensation at \$8.00 per week reduced to one-third as provided by law), attorney's fees allowed \$50.00, August 12, 1922.

Index No. 1015, Claim No. 20239. John Smalley, Claimant, vs. Oakdale Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Claimant was paid in full under agreement and sustained no permanent disability. Claim for further compensation denied June 15, 1922.

Index No. 1016, Claim No. 20087. Alva J. Smith, Claimant, vs. Ibex Mining Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Reasonable charges of physician. Award, physician's bill allowed in the sum of \$105.00, May 15, 1922.

Index No. 1017, Claim No. 21522. Caleb Smith, Claimant, vs. A. Daniels & Son, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week to October 15, 1922; further hearing ordered to determine permanent disability, if any, October 13, 1922.

Referee's award of October 13, 1922, affirmed November 22, 1922. Commission award.

Index No. 1018, Claim No. 6807. Charles E. Smith, Claimant, vs. Grand Junction Mining & Fuel Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Supplemental award. Claimant sustained a permanent partial disability equal to ten per cent of a permanent total disability. Age, 35 years; expectancy, 31.78 years. Award, \$1,322.05, less compensation heretofore paid, June 26, 1922.

Referee's award of June 26, 1922, affirmed August 9, 1922. Commission award.

Index No. 1019, Claim No. 18094. Echard E. Smith, Claimant, vs. St. James Hotel, Employer, and Norwich Union Indemnity Company, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week so long as the claimant shall be totally disabled. December 14, 1921.

Supplemental award. Question: Condition of claimant as result of accident. Claimant's defective eyesight is not attributable to his accident of January 30, 1921. Claim for further compensation denied September 2, 1922.

Index No. 1020, Claim No. 6744. Harry Smith (Schmidt), Deceased; Mary Ergel, Mother, Dependent, Claimant, vs. The Denbigh Silver Lead Mines Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Fatal. Dependent's notice and claim for compensation dismissed and denied for lack of prosecution. Award, funeral, \$100.00, June 17, 1922.

Index No. 1021, Claim No. 13505. John W. Smith, Deceased; Widow, Dependent, Claimant, vs. J. H. Holcomb, Employer, Respondent.

Fatal. Questions: Status of employer, and intoxication of decedent. Award, \$1,250.00 (being maximum compensation reduced fifty per cent. account decedent intoxicated), October 4, 1921.

Respondent's petition denied. Referee's award of October 4, 1921, affirmed November 3, 1921. Commission award.

Case pending in District Court of Saguache County.

Index No. 1022, Claim No. 17906. Oliver Smith, Deceased; George Smith, Father, in behalf of himself and Lenora Smith, Mother, Chester Smith, Fern Smith, Violet Smith, Vernon Smith, George Smith, and Marion Smith, Minor Brothers and Sisters, Dependents, Claimants, vs. V. H. Lininger, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Further hearing ordered to receive additional testimony, December 29, 1921. Commission award.

Index No. 1023, Claim No. 11140. Otto Erik Smith, Deceased; Karl Smeds, Father, Dependent, Claimant, vs. Tomboy Gold Mines Company, Ltd., Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Father of deceased, claimant, failed to appear and indicated that he did not desire to prosecute the claim. Claim dismissed for lack of prosecution. Award, funeral, \$75.00, February 28, 1922.

Index No. 1024, Claim No. 22034. Ralph L. Smith, Deceased; Clara E. Smith, Widow, Dependent, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, September 1, 1922.

Index No. 1025, Claim No. 21864. Thomas H. Smith, Deceased; Ella C. Smith, Widow, Dependent, Claimant, vs. The Elitch Gardens Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Fatal. Question: Wages. Decedent's wages were \$18.00 per week. Award, \$2,812.50, funeral \$75.00, October 24, 1922.

Index No. 1026, Claim No. 9305. Walter M. Smith, Claimant, vs. The Williams Lumber Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Question: Claimant's right to reimbursement for medical expense. Award, \$30.00, January 23, 1922.

Index No. 1027, Claim No. 17434. John Smuk, Claimant, vs. Utah Fuel Company, Employer, Self-Insurer, Respondent.

Questions: Temporary disability. Impairment of earning capacity. Facial disfigurement. Award, \$10.00 per week to September 21, 1921. Claimant sustained a fifty per cent. impairment of earning capacity from September 21, 1921, to June 1, 1922. Award, \$5.00 per week from September 1, 1921, to June 1, 1922; facial disfigurement, \$100.00, June 26, 1922.

Index No. 1028, Claim No. 19138. B. Snyder, Claimant, vs. The Nuckles Packing Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Temporary disability. Award, \$37.15, February 1, 1922.

Index No. 1029, Claim No. 20149. J. A. Snyder, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained a thirty-three and one-third per cent. loss of the use of the right leg at the knee, which became fixed and permanent June 13, 1922. Award, \$463.33, October 28, 1922.

Application for lump sum granted in the sum of \$267.61, November 22, 1922. Commission award.

Index No. 1030, Claim No. 21844. Paul Solano, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Claimant was paid in full for temporary disability and receipts showing payment are ordered approved as final payment, September 12, 1922.

Index No. 1031, Claim No. 13954. Hugo Sonnenschein, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Award of November 13, 1920, affirmed, as corrected, and demand for further compensation denied, November 22, 1922. Commission award.

Index No. 1032, Claim No. 19728. Roy Sorensen, Claimant, vs. Perry-Jacobs Rubber Company, Employer, and The Employers' Liability Assurance Corporation, Ltd., Insurer, Respondents.

Permanent partial disability. Agreement submitted in this claim provided for payment of compensation for a ten per cent. loss of use of the right hand at the wrist. Award, \$104.00, May 12, 1922.

Index No. 1033, Claim No. 17585. Bill Sotiropulos, Deceased; Kaleeso Sotiropulos, Widow, Nick Sotiropulos and Andrea Sotiropulos, Minor Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Fatal. Question: Rule violation. Burden of proof. The burden of proof that decedent's death resulted from a wilful failure to obey a reasonable safety rule is on the employer and is not established in this case. Award, \$3,125.00, funeral \$75.00, January 5, 1922.

Index No. 1034, Claim No. 19544. J. D. Sparks, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Facial disfigurement. Award, \$125.00, August 25, 1922.

Index No. 1035, Claim No. 15729. Thomas T. Speer, Claimant, vs. The Mary Murphy Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Readjustment of medical and hospital allowance. No appeal was taken from the award of July 14, 1921, which provides for hospital and medical allowance. Readjustment of medical and hospital allowance is therefore denied. Claimant's total disability ceased September 1. Awarded further compensation in the sum of \$218.57, January 27, 1922.

Index No. 1036, Claim No. 22638. Mike Spiller, Deceased; Mary Spiller, Widow in behalf of herself and Minor Daughter, Mary Spiller, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, September 20, 1922.

Index No. 1037, Claim No. 19014. Fred H. Springer, Claimant, vs. City of Colorado Springs, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a twenty per cent. loss of use of the right arm measured at the shoulder. Award, \$416.00, May 6, 1922.

Index No. 1038, Claim No. 22806. John Srdoch, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability, wages. Claimant's average weekly wages were \$11.04. Award, \$5.52 per week, beginning May 11, 1922, and continuing during disability, November 18, 1922.

Index No. 1039, Claim No. 23073. A. J. Stafford, Claimant, vs. The Robinson Brick Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Claim for compensation other than for medical and hospital allowance dismissed and denied for lack of prosecution and lack of evidence, November 24, 1922.

Index No. 1040, Claim No. 18491. Rinaldo Stagetti, Claimant, vs. The Atlas Mining and Milling Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Claimant sustained no permanent disability and compensation was paid under agreement for temporary disability. Claim for further compensation denied July 26, 1922.

Index No. 1041, Claim No. 20684. Gennaro Stancato, Claimant, vs. Empire Coal Mining Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$115.99, June 15, 1922.

Index No. 1042, Claim No. 21255. Pete Staneheff, Claimant, vs. The National Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Questions: Injury in a wash house after working hours as an accident. Temporary disability. Claimant was injured while in the wash house washing up after work. The employer provides the wash house. Held: The use of the wash house is a part of the claimant's employment and it is the duty of the employer to keep it in such condition that accidents might be prevented. The accident arose out of and in the course of the claimant's employment. Award, \$14.30, June 21, 1922.

Referee's award of June 21, 1922, affirmed July 10, 1922. Commission award.

Index No. 1043, Claim No. 22383. Mike Staruh, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained the loss of the use of the ring finger of the right hand equivalent to amputation of the second joint. Award, \$62.16, November 28, 1922.

Index No. 1044, Claim No. 22940. Lee Steadman, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Hernia. Claim dismissed and denied for lack of proper proof, October 18, 1922.

Index No. 1045, Claim No. 19823. Oreste Steneck, Deceased; Angela Steneck, Widow in behalf of herself and Attilio Steneck, and Mary Steneck, Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Question: Rule violation. Award, \$1,562.50, being maximum compensation reduced fifty per cent. account decedents violation of the safety rule, funeral \$75.00, April 27, 1922.

Referee's award of April 27, 1922, affirmed June 27, 1922. Commission award.

Index No. 1046, Claim No. 1812. George W. Stephens, Deceased; Mattie Stephens, his Widow, Dependent, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement denied March 28, 1922. Commission award.

Index No. 1047, Claim No. 22257. R. A. Stephenson, Claimant, vs. Pueblo Bridge and Construction Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a ten per cent. loss of use of the left arm at the elbow. Award, \$139.00, November 22, 1922.

Index No. 1048, Claim No. 22850. Leonard William Stevens, Deceased; Ethel Warren Stevens, Widow, Wallace Stevens, Gordon Stevens, Ruth Stevens, Howard Stevens and Audrey Stevens, Minor Children, Dependents, Claimants, vs. The Denver Terra Cotta Company, Employer, and Continental Casualty Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, September 26, 1922.

Index No. 1049, Claim No. 19936. Harry M. Stewart, Claimant, vs. La Junta Clay Products Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Agreement provided for the payment of the sum of \$48.75 for the amputation of the middle finger of the right hand. Claimant failed to appear and prosecute claim. Agreement approved, July 29, 1922.

Index No. 1050, Claim No. 18336. Cameron Stiles, Deceased; Maude L. Stiles, Sister, Dependent, Claimant, vs. Rico Argentine Mining Company, Joseph M. Stampfcl, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Question: Dependency. Claimant was twenty per cent dependent upon the deceased. Award, \$208.33, being twenty per cent. of maximum compensation reduced to one-third on account of the claimant being a non-resident of the United States, funeral \$75.00, November 23, 1922.

Index No. 1051, Claim No. 20196. Z. V. Stipanovich, Claimant, vs. Palisade Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Disability not result of accident. Claimant's disability was not the result of an accident, but was the result of disease. Compensation denied July 26, 1922.

Index No. 1052, Claim No. 17149. Frank B. Strickler, Claimant, vs. Coleman & Baker, Employer, Respondent.

Questions: Temporary disability. Respondent employer not insured. Award, \$62.86, increased by fifty per cent., or \$94.29, December 19, 1921.

Index No. 1053, Claim No. 19842. Antone Strinor, Claimant, vs. Gibson Lumber and Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Questions: Wages. Temporary disability. Claimant's average wages were less than \$10.00 per week. Award, eight weeks at \$5.00, or \$40.00, May 17, 1922.

Index No. 1054, Claim No. 19023. Corwin L. Strong, Claimant, vs. State of Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Salary as determining status of employer and employee. Claimant was injured while in the employ of the United States Biological Survey. His salary was paid partly by the United States and partly by the State of Colorado. The claimant was under the orders of the United States. Held, that claimant was not an employee of the State of Colorado. Compensation denied June 29, 1922.

Index No. 1055, Claim No. 21607. J. A. Strong, Claimant, vs. Routt Pineagle Coal Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Claim dismissed and denied for lack of prosecution, September 9, 1922.

Index No. 1056, Claim No. 18986. Frank Strubel, Claimant, vs. The Canon Reliance Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$7.14, May 17, 1922.

Index No. 1057, Claim No. 19481. Con Sullivan, Claimant, vs. The Smuggler Leasing Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Statute of Limitations. Claim was not filed within one year from the date of accident. Claim for compensation dismissed and denied, June 7, 1922.

Index No. 1058, Claim No. 16601. Charles F. Sump, Claimant, vs. The Mountain States Telephone and Telegraph Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a fifty per cent. permanent total disability and is entitled to maximum compensation for permanent partial disability. Award, \$2,600.00, June 29, 1922.

Application for lump sum settlement for the purpose of purchasing a rooming house in Denver granted in the sum of \$1,700.00, September 8, 1922. Commission award.

Index No. 1059, Claim No. 17458. Mike Sutey, Claimant, vs. Union Coal and Coke Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Loss of vision. Claimant sustained a thirty-five per cent. loss of vision of the left eye. Award, \$364.00, April 27, 1922.

Index No. 1060, Claim No. 16345. J. H. Sutliff, Claimant, vs. Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Permanent partial disability. Award, compensation for temporary disability to April 15, 1921, and \$139.00 for permanent partial disability. December 24, 1921.

Index No. 1061, Claim No. 21021. Charles Swanson, Claimant, vs. Modern Woodmen of America Sanatorium, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained an amputation of the right thumb at the distal joint. Award, \$180.99, August 25, 1922.

Index No. 1062, Claim No. 22127. Oscar F. Swanson, Claimant, vs. John Lindberg, Employer, Respondent.

Permanent partial disability, employer not insured. Claimant's little finger of the left hand was amputated at the proximal joint. Award, \$90.00 increased fifty per cent. on account of the employer's failure to insure, or \$135.00, October 9, 1922.

Index No. 1063, Claim No. 9970. William Swinehart, Claimant, vs. Collins & Wheeler, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award. Permanent partial disability. Claimant sustained a fifty per cent. loss of use of the right hand at the wrist. Award, \$520.00, September 2, 1922.

Loss of vision. Claimant sustained a total loss of vision in the right eye for industrial purposes. Award, \$1,040.00, September 12, 1922.

Referee's award of September 12, 1922, affirmed November 8, 1922. Commission award.

Index No. 1064, Claim No. 20598. August Sylvester, Claimant, vs. Portland Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a total loss of use of the index finger of the left hand at the second joint. Award, \$130.00, May 6, 1922.

Index No. 1065, Claim No. 20110. Mike Svilar, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Loss of vision. Claimant sustained a total loss of vision in right eye. Award, \$1,040.00, March 11, 1922.

Index No. 1066, Claim No. 21502. Theresa Szakaly, Claimant, vs. E. B. Marshall, Employer, Respondent.

Questions: Temporary disability. Respondent employer not insured. Award, \$55.71 increased fifty per cent. as provided by Section 27 of the Workmen's Compensation Law, or \$83.57, July 21, 1922.

Referee's award of July 21, 1922, affirmed September 1, 1922. Commission award.

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Index No. 1067, Claim No. 21603. H. W. Taggart, Claimant, vs. Church of Sacred Heart; Rev. Hunfrey V. Darley, Employer, Respondent.

Question: Temporary disability. Employer not insured. Award, \$155.72 increased fifty per cent as provided by Section 27, or \$233.58, September 30, 1922.

Index No. 1068, Claim No. 21387. Maxwell E. Talbot, Claimant, vs. The Hallack & Howard Lumber Company, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Question: Dental services. Claimant was disabled only two days. He sustained an injury to the teeth and is entitled to dental services therefor. Award, \$50.00 for dental services, June 29, 1922.

Index No. 1069, Claim No. 16336. Fred Tate, Claimant, vs. The American Brake Shoe and Foundry Company, Employer, and The Travelers Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of building a garage on the claimant's property in Denver granted in the sum of \$489.70, September 2, 1922. Commission award.

Index No. 1070, Claim No. 21377. George Taukus, Claimant, vs. Rocky Mountain Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a disability equivalent to the amputation of the middle toe and a part of the second toe. Award, \$111.00, November 1, 1922.

Index No. 1071, Claim No. 12333. Augustus F. Taylor, Deceased; Mary B. Taylor, his Widow, in behalf of herself and Phoebe A. Taylor and Beth J. Taylor, Minor Children, Dependents, Claimants, vs. The Golden Cycle Mining and Reduction Company, Employer, Self-Insurer, Respondent.

Supplemental award. Compensation of widow terminated by re-marriage. Balance of compensation ordered paid minor dependents. \$20.00 per month being paid to the widow for their use and \$23.40 per month deposited in trust, November 4, 1922.

Index No. 1072, Claim No. 18555. Harry S. Taylor, Claimant, vs. E. I. du Pont de Nemours & Company, Employer, Self-Insurer, Respondent.

Claim for compensation denied and this award ordered substituted for the Referee's award of October 20, 1921, December 19, 1921. Commission award.

Index No. 1073, Claim No. 16008. Joseph W. Taylor, Claimant, vs. Promoters of Leadville Shale Oil and Refining Company, Employer, and The Ocean Accident & Guarantee Corporation, Ltd., Insurer, Respondents.

Permanent disability. Claimant sustained a permanent partial disability of from fifteen to twenty per cent. His expectancy at the time of the accident was 31.07 years. Claimant is therefore entitled to maximum compensation for permanent partial disability. Award, \$2,600.00, March 22, 1922.

Index No. 1074, Claim No. 11329. Mrs. Lizzie F. Taylor, Claimant, vs. The Pressey Fruit Company, Employer, and The United States Fidelity and Guaranty Company, Insurer, Respondents.

Supplemental award. Permanent partial disability. Claimant sustained a five per cent loss of use of the right leg at the hip which became fixed and permanent July 11, 1922. Award, compensation for temporary disability to July 11, and 10.2 weeks' compensation for permanent disability, October 6, 1922.

Index No. 1075, Claim No. 2469. M. A. Taylor, Deceased; Ethel A. Taylor, Widow, Dependent, Claimant, vs. The American Beet Sugar Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.

Supplemental award: Compensation of widow terminated by re-marriage, November 10, 1922.

Index No. 1076, Claim No. 20409. Elmer Teague, Claimant, vs. Holly Sugar Corporation, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution July 29, 1922.

Index No. 1077, Claim No. 994. James Tenorio, Deceased; Valentina Tenorio, his Widow, in behalf of herself and Baby Tenorio, Minor Child, Dependents, Claimants, vs. The Oakdale Coal Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Questions: Duty of insurer to keep itself advised as to status of claimant. Compensation of widow terminated by re-marriage. One-half of compensation due lapsed by reason of the widow's re-marriage, one-half survived to the minor dependents. The minor's full share becomes under the previous award \$1,250.00. The insurers claim credit for an overpayment made to the widow. Held: It is the duty of the insurance carrier to keep itself fully advised as to the status of the dependent and credit for overpayment is therefore denied. Balance of compensation due minor dependent ordered paid the Home Savings and Trust Company, as Trustee, March 17, 1922.

Further hearing ordered for the purpose of receiving further testimony, April 8, 1922. Commission award.

Question: Overpayment by insurance carrier. The Commission is of the opinion that it is the duty of the employers and insurance carriers, under our Compensation Act, to keep themselves fully advised as to the status of dependents in each case and as to their right to receive further compensation payments. All awards entered by the Commission are made subject to this express provision and our view is that compensation payments made under such awards are made subject to this rule. The Commission, however, is of the further opinion that it is the duty of claimants and of respondent employers and of carriers to call to the attention of the Commission such errors as the Commission may make from time to time either in its construction of the laws or its manner and method of computing compensation payments. Respondent insurance carrier ordered to pay forthwith \$101.15 in full settlement of compensation. This award substituted for Referee's award of March 17, 1922, June 29, 1922. Commission award.

Award of June 29, 1922, affirmed August 15, 1922. Commission award.

Award of June 29, and August 15, 1922, affirmed November 8, 1922. Commission award.

Index No. 1078, Claim No. 21436. Charles Tenstrom, Claimant, vs. Campbell Bros. Coal Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Temporary disability. Award, compensation ordered paid to September 10, 1922, as provided by agreement, August 26, 1922.

Index No. 1079, Claim No. 16973. Celestin Testas, Deceased; Emilia Testas, Widow, in behalf of herself and Emilia Testas and Beth Testas, Minor Children, Dependents, Claimants, vs. The Moffat Coal Company, Employer, The Employers' Mutual Insurance Company, Insurer, Respondents.

Lump sum application for the purpose of permitting the claimant to return to her mother's home in Pennsylvania, and to learn the millinery business, granted, in the sum of \$606.88, January 11, 1922. Commission award.

Index No. 1080, Claim No. 11331. Claude Sydney Thomas, Deceased; Lindale E. Thomas, Father, in behalf of himself and Irene Thomas, Mother, and Edna Thomas, Sister, Dependents, Claimants, vs. William E. Russell Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the portion of the compensation awarded the father and mother, granted in the sum of \$490.40, for the purpose of purchasing real estate in Denver, May 26, 1922. Commission award.

Index No. 1081, Claim No. 17786. Grace Thomas, Claimant, vs. Colorado Potato Flake Manufacturing Company, Employer, and Continental Casualty Company, Insurer, Respondents.

Temporary disability. Award, \$12.78, December 6, 1921.

Index No. 1082, Claim No. 22138. N. A. Thomas, Claimant, vs. The Ajax Coal Mining Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution, September 22, 1922.

Index No. 1083, Claim No. 22460. Sam Thomas, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Award, \$10.00 per week from March 31 to May 3, 1922, and eighteen weeks specific, or \$214.29, November 10, 1922.

Index No. 1084, Claim No. 12312. Thomas David Thomas, Deceased; Emily Ann Thomas, Widow, in behalf of herself and Violet Josephine McNealey, Step-Daughter, Dependents, Claimants, vs. The General Chemical Company, Employer, and The Fidelity and Casualty Company of New York, Insurer, Respondents.

Ordered by Commission that further hearing be held herein, January 22, 1921. Commission award.

Respondents' petition for review granted. Fatal. Question: Inhalation of fumes as accident within meaning of statute. Held, death was proximate result of accident. Award, \$3,125.00, to widow, sole dependent, funeral \$75.00, April 6, 1921. Commission award.

Respondents' petition for review and modification of award denied. Award of April 6, 1921, affirmed May 7, 1921. Commission award.

District Court, January 7. Cause dismissed by Supreme Court for failure of insurance company to comply with Section 106 of Workmen's Compensation Act, 1919.

Lump sum award to the widow on account of re-marriage, in the sum of \$1,947.32, attorney's fees allowed, \$300.00, March 3, 1922. Commission award.

Index No. 1085, Claim No. 19369. Bertram E. Thompson, Claimant, vs. The Grand Junction Electric, Gas and Manufacturing Company, Employer, and The London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Facial disfigurement. Award, \$75.00, July 21, 1922.

Index No. 1086, Claim No. 17852. Grant Thompson, Claimant, vs. Temple Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Further hearing ordered to receive testimony as to extent and degree of claimant's loss of vision. Pending such hearing respondents are ordered to pay compensation on the basis of a twenty per cent loss of vision, December 9, 1921. Commission award.

Referee's award of November 14, 1921, affirmed May 28, 1922. Commission award.

Index No. 1087, Claim No. 17266. George Thomson, Claimant, vs. The Contract Tunnel Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Facial disfigurement. Award, \$50.00, August 4, 1922.

Index No. 1088, Claim No. 21699. R. A. Tibbetts, Claimant, vs. O'Meara-Green Motor Company, Employer, and Employers' Liability Assurance Corporation, Insurer, Respondents.

Hernia. Award, \$50.00 special operating fee upon claimant's election to receive operation, July 12, 1922.

Index No. 1089, Claim No. 18967. Paul E. Tinkham, Claimant, vs. Plains Iron Works Company, Employer, and Employers' Liability Assurance Corporation, Insurer, Respondents.

Temporary disability. Claimant sustained no permanent disability. Award, compensation ordered paid according to agreement, to May 31, 1922, August 19, 1922.

Further hearing ordered for the purpose of receiving additional testimony, September 18, 1922. Commission award.

Permanent partial disability. Claimant sustained a fifteen per cent loss of use of the right foot at the ankle which became fixed and permanent June 1, 1922. Award, \$10.00 per week until June 1, 1922, and \$156.00 on account of permanent disability, November 22, 1922. Commission award.

Index No. 1090, Claim No. 19797. Oscar Tipton, Claimant, vs. The Elkton Consolidated Mining and Milling Company, Employer, and The London Guarantee and Accident Company, Limited, Insurer, Respondents.

Temporary disability. Award, \$7.14, May 6, 1922.

Index No. 1091, Claim No. 13132. Charles Tirevich, Deceased; Annie Tirevich, Widow, Dependent, Claimant, vs. The Tomboy Gold Mines Company, Ltd., Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Supplemental award allowing fee for the taking of a deposition. Award, \$23.90, February 10, 1922.

Index No. 1092, Claim No. 20876. W. G. Tobiason, Claimant, vs. The Colorado Furniture and Fixture Company, Employer, and Lumbermen's Mutual Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a seventy-five per cent disability to the end of his thumb. Award, \$45.00, May 9, 1922.

Index No. 1093, Claim No. 21160. Albert P. Tobin, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Questions: Wages. Temporary disability. Claimant's wages were \$17.30 per week. Award, \$8.65 per week so long as the claimant is totally disabled, June 21, 1922.

Index No. 1094, Claim No. 19416. Carlo Todero, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Hernia. Burden of proof. Held: Claimant has not shown his condition arose from an accident within the law. Compensation denied April 8, 1922.

Index No. 1095, Claim No. 18948. Kosto Todoroff, Deceased; Evano K. Todoroff, Widow, Dependent, Claimant, vs. The Colorado & Utah Fuel Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$1,041.66 (being maximum compensation reduced to one-third account dependent being non-resident of the United States), attorney's fees allowed, \$150.00, June 29, 1922.

Referee's award of June 29, 1922, affirmed. Application for lump sum settlement denied August 2, 1922. Commission award.

Index No. 1096, Claim No. 19920. Gus Tolvitie, Claimant, vs. Hayden Bros. Coal Corporation, Employer, and The Employers' Mutual Insurance Co., Insurer, Respondents.

Referee's award of September 7, 1922, vacated, canceled and annulled and further hearing ordered for the purpose of receiving additional testimony, September 20, 1922. Commission award.

Index No. 1097, Claim No. 20289. Louis Tomich, Claimant, vs. The Nuckolls Packing Company, Employer, and The United Staates Fidelity and Guaranty Company, Insurer, Respondents.

Permanent partial disability. Claimant received his pay during temporary disability and sustained a five per cent loss of use of the left hand measured at the wrist. Award, \$52.00, July 21, 1922.

Index No. 1098, Claim No. 18045. Henry Tommack, Claimant, vs. Black Hawk Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$4.29, June 29, 1922.

Index No. 1099, Claim No. 21238. Edward Tomsic, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Temporary disability. Claimant was paid compensation during temporary disability and sustained no permanent disability. Claim for further compensation denied October 28, 1922.

Index No. 1100, Claim No. 18906. Frank Tomsic, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Statute of Limitations. Hernia. Claimant was injured January 30, 1920. Claim was filed September 13, 1921. Claim denied for failure to file within the period prescribed by law, March 31, 1922.

Index No. 1101, Claim No. 19786. Pete Tonelli, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary and permanent partial disability. Claimant's left little finger was amputated at the second joint. His temporary total disability was eleven and one-seventh weeks. Temporary total exceeds specific disability. Award, \$111.43, April 5, 1922.

Index No. 1102, Claim No. 16687. John E. Towns, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a twenty-five per cent loss of use of the right leg at the knee. Award, \$347.50, April 6, 1922.

Index No. 1103, Claim No. 22475. Jesper D. Tracy, Claimant, vs. Town of Morrison, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week from July 19 to October 1, 1922, November 24, 1922.

Index No. 1104, Claim No. 20955. Ed Traylor, Claimant, vs. McNeil Coal Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a fifteen per cent loss of use of the right hand at the wrist. Award, \$156.00, August 26, 1922.

Index No. 1105, Claim No. 20169. G. H. Trent, Claimant, vs. J. W. Hugus & Company, Employer, and Royal Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a total loss of use of the index finger of the left hand at the distal joint. Award, \$90.00, June 24, 1922.

Index No. 1106, Claim No. 20502. Richard Trimboth, Deceased; Mary Trimboth, Widow, Robert Trimboth, and Kenneth Trimboth, Minor Sons, Dependents, Claimants, vs. The National Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, November 4, 1922.

Index No. 1107, Claim No. 19465. Edward Trounstein, Claimant, vs. State Department of Safety, Colorado Rangers, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Application for lump sum settlement for the purpose of completing payments on a ranch entry, granted in the sum of \$673.27, March 21, 1922. Commission award.

Permanent partial disability. Claimant sustained a seventy-five per cent loss of use of right leg measured from the knee. Award, \$1,042.50, March 4, 1922.

Index No. 1108, Claim No. 18964. Frank Tullio, Claimant, vs. Utah Fuel Company, Employer, Self-Insurer, Respondent.

Questions: Temporary disability. Permanent partial disability. Claimant was totally disabled account of injuries to his back and head to November 21. He lost four toes other than the large toe. Award, temporary disability, \$92.86; specific \$4.40, June 26, 1922.

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Index No. 1109, Claim No. 20562. Luigi Uberti, Deceased; Giovanni Uberti, Father, in behalf of himself and Pierina Uberti, Mother, Dependents, Claimants, vs. Oakdale Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Dependency. The father was found to be sixty-six and two-thirds per cent dependent. The wages of the deceased did not exceed \$10.00 per week. Award, \$347.78 (being sixty-six and two-thirds per cent of minimum compensation reduced to one-third on account of the dependents being non-residents of the United States), funeral \$75.00, attorney's fees allowed \$50.00, October 28, 1922.

Index No. 1110, Claim No. 4968. Umberto Ugolini, Deceased; Virginia Ugolini, his Widow, in behalf of herself and Louis and Renold Ugolini, Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Supplemental award. Compensation to widow terminated by death, balance of \$694.40 ordered paid to grand-parents of minor dependent in trust, March 3, 1922.

Index No. 1111, Claim No. 21811. George Ulmer, Claimant, vs. The Denver Sewer Pipe & Clay Company, Employer, Self-Insurer, Respondent. Temporary disability. Award, \$75.71, July 22, 1922.

Index No. 1112, Claim No. 22791. M. L. Underwood, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent. Facial disfigurement. Award, \$35.00, November 18, 1922.

Index No. 1113, Claim No. 12169. John Ursich, Deceased; Fannie Ursich, his Widow, in behalf of herself and Fanny Ursich and Josef Ursich, Minor Children, Dependents, Claimants, vs. Ideal Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Lump sum application for the purpose of purchasing a home in Trinidad, denied December 19, 1921. Commission award.

Application for lump sum settlement denied February 10, 1922. Commission award.

V

Index No. 1114, Claim No. 19811. John Vagnich, Claimant, vs. Oakdale Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Facial disfigurement. Temporary disability. Award for facial disfigurement \$50.00 and \$10.00 per week during disability, August 19, 1922.

Index No. 1115, Claim No. 19065. William Valdez, Claimant, vs. H. R. Mitchell, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$24.43, May 25, 1922.

Award: Compensation \$14.30; hospital \$15.75; medical \$18.00. This award ordered substituted for Referee's award of May 25, 1922, July 28, 1922. Commission award.

Index No. 1116, Claim No. 21200. Frank Valencich, Deceased; Mary Valencich, Widow, Dependent, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral, \$75.00, June 2, 1922.

Index No. 1117, Claim No. 21213. Matt Valencich, Deceased; Margaret Valencich, in behalf of herself and Albert M. Valencich and Alfred H. Valencich, Minor Sons, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral, \$75.00, June 2, 1922.

Index No. 1118, Claim No. 4033. William Valentine, Deceased; Sadie Valentine, his Widow, in behalf of herself and Jessie, Nellie, Irene and Georgia Evelyn Valentine, Minor Children, Dependents, Claimants, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

\$105.00 heretofore deposited in trust for the minor dependents ordered paid for their use and benefit, February 16, 1922. Commission award.

Compensation heretofore deposited in trust for the minor dependents ordered paid to the mother of the minor dependents for their use and benefit, February 16, 1922. Commission award.

Index No. 1119, Claim No. 18664. Roberto Vallino, Claimant, vs. The Jewel Coal Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Referee's award of November 2, 1921, affirmed February 10, 1922. Commission award.

Index No. 1120, Claim No. 6120. John Vamvas, Deceased; Mr. George D. Melonas, in behalf of George Vamvas, Father, and Mary Vamvas, Mother, Claimants, vs. The Victor American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Dependency. Mother failed to establish dependency. Compensation denied March 14, 1922.

Further hearing ordered for the purpose of receiving additional testimony, April 3, 1922. Commission award.

Award, \$2,500.00 maximum compensation under the 1917 law reduced to one-third on account of the claimants being non-residents of the United States, or \$833.33, attorney's fees allowed \$100.00, additional undertaker's fees ordered, \$25.00. Dissenting opinion entered by Commissioner Hilts, holds that the mother has not sustained the burden of proof as to her dependency and

that the claim for compensation should be denied, November 22, 1922. Commission award.

Index No. 1121, Claim No. 15721. Nick Vanella, Claimant, vs. Royal Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Claimant received full payment for period of temporary disability. He sustained no permanent disability. Further compensation denied April 27, 1922.

Index No. 1122, Claim No. 21988. Tony Vanelli, Claimant, vs. Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Heria. Award, \$10.00, July 14, 1922.

Index No. 1123, Claim No. 6388. Perry Van Gorder, Deceased; Verna McAlear Van Gorder, Widow, in behalf of herself and Mary Etta Van Gorder, Minor Child, Dependents, Claimants, vs. The Great Western Sugar Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Supplemental award. Compensation of widow terminated by re-marriage and balance of compensation due minor dependents ordered deposited with the Home Savings and Trust Company of Denver, in trust, August 30, 1922.

Index No. 1124, Claim No. 22046. Wm. Van Gorder, Claimant, vs. School District No. 6, Greeley, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Agreement approved and the payment of compensation heretofore made in the sum of \$55.71, approved as final, November 9, 1922.

Index No. 1125, Claim No. 21909. John Vanzo, Deceased; Ida Vanzo, Widow, Stella Vanzo, Daughter, Arthur Vanzo, Son, and Alfred Vanzo, Son, Dependents, Claimants, vs. Portland Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Award, compensation \$3,125.00, funeral, \$75.00, October 28, 1922.

Index No. 1126, Claim No. 13913. Matias Vasquez, Claimant, vs. The Empire Zinc Company, Employer, Self-Insurer, Respondent.

Claim for compensation denied for lack of prosecution, April 27, 1922.

Index No. 1127, Claim No. 21283. Tony Vegeris, Claimant, vs. Bear Canon Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a five per cent loss of use of the left arm at the shoulder joint. Award, compensation for temporary disability as heretofore paid and \$104.00 for permanent disability, October 9, 1922.

Index No. 1128, Claim No. 16015. Jose I. Velarde, Claimant, vs. American Smelting and Refining Company, Employer, Self-Insurer, Respondent.

Questions: Loss of vision. Accident arising out of and in the course of employment. Facts: Claimant was employed as a water boy and was injured while attending a roaster or while going out of doors for air. The insurer contends that the accident was sustained outside the usual course of employment of this employee. Held: The claimant was injured during working hours and on the employer's premises. It is immaterial whether he was acting as a water boy, firing roasters or going out for air, the accident arose out of and in the course of employment. Award, 104 weeks at \$9.00 per week or \$936.00, July 21, 1922.

Referee's award of July 21, 1922, affirmed September 18, 1922. Commission award.

Index No. 1129, Claim No. 19948. C. W. Vest, Claimant, vs. Logan County High School, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a fifty per cent loss of use of the right hand measured from the wrist. Award, \$520.00, August 26, 1922.

Index No. 1130, Claim No. 20555. Frank R. Vidic, Deceased; Mary Vidic, Widow, Dependent, Claimant, vs. Cadell-Taggart Fuel Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral, \$75.00, June 14, 1922.

Application for lump sum settlement for the purpose of paying sundry items of indebtedness in Pueblo granted in the sum of \$299.79, November 16, 1922. Commission award.

Index No. 1131, Claim No. 21008. Martin Viditich, Claimant, vs. The Nuckolls Packing Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Claim for further compensation dismissed August 19, 1922.

Index No. 1132, Claim No. 16501. Tony Vigil, Claimant, vs. The Victor-American Fuel Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement granted in the sum of \$1,000.00 for the purpose of purchasing land, March 7, 1922. Commission award.

Index No. 1133, Claim No. 3846. Theros Viros, Deceased; Selia Viros, Mother, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, and Lloyds of London, Re-insurer, Respondents.

Fatal. Questions: Average wages. Partial dependency of mother. Held: Wages exceeded \$16.00 per week, and mother was four-fifths dependent on decedent for support. Award, \$666.67 (said amount being four-fifths of \$2,500.00 maximum compensation for total dependency reduced to one-third account claimant being non-resident of the United States), funeral \$75.00, attorney's fees allowed, \$60.00, attorney's expenses, \$25.00, January 27, 1922.

Index No. 1134, Claim No. 19784. William R. Viles, Deceased; The Colorado National Bank of Denver, Executor of the Estate of Decedent, Claimant, vs. The Dover Hotel Company, David B. Sauve, Employer, and The Western Indemnity Company, Insurer, Respondents.

Fatal. The employee left no dependents. Compensation due to date of death \$100.00 and \$200.00 medical, and \$75.00 funeral allowance ordered paid to the Colorado National Bank of Denver, executor of the estate of decedent, November 28, 1922.

Index No. 1135, Claim No. 19493. Jim Villanuvia, Claimant, vs. Colorado Packing and Provision Company, Employer, and Western Casualty Company, Insurer, Respondents.

Question: Liability for medical expense. The claimant was directed to this doctor by a writing with the doctor's address upon it. This paper was made out and signed by some officer, agent or some employee of the employer authorized to do so, and the employer is liable. Award, \$15.00, January 16, 1922.

Index No. 1136, Claim No. 6425. Joseph Vincenti, Deceased; Battista Vincenti, Minor Son, by R. Ferrari, Royal Italian Vice-Consul, Dependent, Claimant, vs. Oakdale Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Supplemental award. Award, \$823.30, funeral, \$100.00, attorney's fees allowed, \$75.00, July 22, 1922.

Index No. 1137, Claim No. 21265. Sidney J. Vitry, Claimant, vs. The Crown Confectionery Company, Employer, Respondent.

Questions: Temporary disability. Employer not insured. Wages, casual employee. Held: Wages were \$12.00 per week. Employer employed two men regularly and frequently employed a girl and man in addition. The fact that they were not working regularly does not place them in the class of casual employees. Award, compensation for twenty-five days at \$5.00 per week increased fifty per cent on account of the failure of the respondent employer to insure, or \$28.77 medical not to exceed \$300.00, June 15, 1922.

Question: Casual employee. Facts: In this claim two people were employed regularly and two were employed during a part of the time. The two who were employed for part time were necessary in the conduct of the business. Held: Claimant was not a casual employee. Award, \$26.77. This award ordered substituted in lieu of the Referee's award of June 15, July 24, 1922. Commission award.

Index No. 1138, Claim No. 13320. Pete Vittone, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Claimant was paid compensation to the date he was able to return to work, and sustained no permanent disability. Claim for compensation denied April 3, 1922.

Index No. 1139, Claim No. 15731. Tony Vork, Claimant, vs. American Smelting and Refining Company, Employer, Self-Insurer, Respondent.

Award, \$2,552.16. This award ordered substituted in lieu of Referee's award of May 21, 1921, February 4, 1922. Commission award.

Index No. 1140, Claim No. 20232. Nick Vosses, Claimant, vs. Bear Canon Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Loss of vision. Claimant sustained a fifty per cent loss of vision in the right eye. Award, \$52.00, July 10, 1922.

W

Index No. 1141, Claim No. 18995. R. W. Wagers, Claimant, vs. Hayden Brothers Coal Corporation, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Agreement ordered approved and receipts showing payment of \$60.00 compensation ordered approved as final receipt, September 14, 1922.

Index No. 1142, Claim No. 16969. Hy Wagner, Deceased; Jeanette E. Wagner, Widow, Dependent, Claimant, vs. Moffat Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Question: Dependency. Divorce proceedings had been instigated and later dismissed. The Referee is not convinced that the relationship of husband and wife existed at the time of death. Claim for compensation denied August 26, 1922.

Index No. 1143, Claim No. 18472. Charles L. Walker, Claimant, vs. The Nuckolls Packing Company, Employer, and Globe Indemnity Company, Middlekamp Agency, Insurer, Respondents.

Question: Failure to file notice of contest within proper time as a waiver of the Statute of Limitations. Facts: The claimant cut his lip with an envelope in 1916. He did not leave work until August 30, 1920, and a notice of contest was filed August 26, 1921. The cut on the claimant's lip resulted in a cancerous condition. Held: The employer's failure to file notice of contest within proper time is a waiver of the Statute of Limitations. The claimant's permanent disability is equivalent to twenty-five per cent permanent total disability. Award, \$2,080.00, August 26, 1922.

Award, \$2,080.00. A further hearing was ordered at the expiration of the period of compensation herein awarded to determine claimant's right to further compensation. This award ordered substituted for the Referee's award of August 26, 1922. September 18, 1922. Commission award.

Case now pending in the District Court, City and County of Denver.

Index No. 1144, Claim No. 21530. Grant E. Walker, Claimant, vs. The Walker Motor Company, Employer, and Globe Indemnity Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a thirty-three and one-third per cent loss of use of the left arm at the elbow. Award, \$463.33, July 29, 1922.

Index No. 1145, Claim No. 9449. James Quimby Walker, Deceased; Bertha M. Walker, his Widow, in behalf of herself and Janet Walker, Viola Walker, James Walker, Quimby Walker, Harold Walker, and Bertha Walker, Minor Children, Dependents, Claimants, vs. The Canon Reliance Coal Company, Employer, Self-Insurer, Respondent.

Question: Compensation of widow not terminated by re-marriage. Compensation was granted claimant under award of April 10, 1920. She remarried on May 22, 1920, but was deserted shortly afterwards by her husband, Charles E. Eaks, and is supporting herself by her own earnings. Held: Compensation should be paid as provided by the award of April 10 and said award is ordered modified to provide that payments therein ordered be paid to Bertha M. Eaks, formerly Bertha M. Walker, January 6, 1922.

Index No. 1146, Claim No. 19976. Tex Walker, Claimant, vs. The Denver Tramway Company, Employer, Self-Insurer, Respondent.

Question: Reduced wages. Held: Claimant is entitled to fifty per cent of reduction in wages, or \$2.10 per week. Award, \$41.70, March 3, 1922.

Index No. 1147, Claim No. 14289. Thomas Walpole, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Award, \$381.81 for temporary disability, \$346.66 for permanent partial disability. This award ordered substituted in lieu of Referee's award of September 6, 1921, February 1, 1922. Commission award.

Index No. 1148, Claim No. 15609. L. E. Walrath, Claimant, vs. The Sa- guache Eagle Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Monthly payments ordered increased to \$18.12 per month from January 16 to September 16, 1922, February 10, 1922. Commission award.

Balance of compensation due ordered paid at the rate of \$18.12 per month beginning September 16, 1922, September 1, 1922. Commission award.

Index No. 1149, Claim No. 18225. R. C. Walter, Claimant, vs. United Stores Company, Employer, and The Travelers Insurance Company, Insurer, Respondents.

Claim for compensation dismissed for lack of prosecution, January 27, 1922.

Index No. 1150, Claim No. 19970. Mrs. Hilda Jennie Walters, Deceased; Theo. Peterson, her Father, in behalf of Minor Children of Decedent, Dependents, Claimants, vs. School District No. 26, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Question: Accident. Claimant was injured on the way to work. An injury sustained on the way to work is not an accident arising out of and in the course of employment. Claim denied June 30, 1922.

Index No. 1151, Claim No. 19214. D. C. Wanamaker, Claimant, vs. The Ajax Mine Leasing Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Prospective lessee as employe. Claimant was injured while looking over mine in expectancy of taking over a lease. Claimant, therefore, is not an employe and compensation is denied, June 16, 1922.

Referee's award of June 16, 1922, affirmed August 11, 1922. Commission award.

Index No. 1152, Claim No. 20496. Leon T. Wanner, Claimant, vs. The Mountain States Telephone and Telegraph Company, Employer, Self-Insurer, Respondent.

Application for lump sum settlement for the purpose of securing his compensation money for loaning purposes denied, May 26, 1922. Commission award.

Index No. 1153, Claim No. 20204. James Ward, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Claimant has heretofore received compensation in full and has no permanent disability. Claim for further compensation denied February 1, 1922.

Index No. 1154, Claim No. 21946. John Ward, Claimant, vs. City and County of Denver, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$63.00, September 20, 1922.

Index No. 1155, Claim No. 21424. Thomas Ward, Claimant, vs. The National Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Claimant held not to be an employe of the National Fuel Company. Compensation denied July 22, 1922.

Index No. 1156, Claim No. 19689. George H. Warren, Deceased; Mary R. Warren, Widow, in behalf of Herself and Malcolm C. Warren and Lowell A. Warren, Dependents, Claimants, vs. Colorado Springs and Interurban Railway Company, Employer, Self-Insurer, Respondent.

Fatal. Award, \$3,125.00, funeral \$75.00, February 1, 1922.

Application for lump sum settlement for the purpose of paying the unpaid balance on real estate granted in the sum of \$2,000.00, October 5, 1922. Commission award.

Index No. 1157, Claim No. 21568. Martha Wassinger, Claimant, vs. Western Steam Laundry Company, Employer, and London Guarantee and Accident Company, Insurer, Respondents.

Temporary disability. Award, \$42.71, July 11, 1922.

Index No. 1158, Claim No. 13673. Walter Dennis Watkins, Deceased; Georgia Watkins, Widow, Dependent, Josie Wilson, Mother, Claimants, vs. The Sunnyside Coal Mining Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents

Question: Right of the partial dependent to compensation after the total dependent died. The widow died August 28, 1921. Mother filed claim September 29, 1921. Held: An award to a total dependent forever bars the rights to death benefits to partial dependents, March 29, 1922.

Referee's award of March 29, 1922, affirmed April 12, 1922. Commission award.

Index No. 1159, Claim No. 20966. Leon Wattelet, Claimant, vs. The Crown Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. The claimant sustained a ten per cent. loss of use of the left leg at the ankle. Compensation was paid during temporary disability. Award, \$104.00, November 23, 1922.

Index No. 1160, Claim No. 536. A. C. Weaver, Deceased; Widow and Minor Child, Dependents, Claimants, vs. The Mountain Motor Fuel Company, Employer, and London Guarantee and Accident Company, Limited, Insurer, Respondents.

Remanded by Supreme Court of Colorado and District Court of the City and County of Denver, for review and consideration of additional evidence. Held, that decedent's death was caused by acute appendicitis and not caused by accident as defined by statute. Claim denied August 22, 1921. Commission award.

Claimant's petition denied. Award of August 22, 1921, affirmed November 9, 1921. Commission award.

Award of the Industrial Commission affirmed by the Supreme Court July 3, 1922.

Index No. 1161, Claim No. 19453. William S. Weaver, Deceased; Minnie Eliza Weaver, Widow, Dependent, Claimant, vs. The John P. Hughes Company, Employer, and London Guarantee and Accident Company, Limited, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, December 16, 1921.

Index No. 1162, Claim No. 2154. Constante Weber, Deceased; Lena Weber, Widow, in behalf of Herself and Herman Weber, Frank Weber, Elsie May Weber, Minor Children, Dependents, Claimants, vs. The Carbon Coal and Coke Company, Employer, Self-Insurer, Respondent.

Compensation of widow terminated by remarriage and one-half of balance due ordered paid in one lump sum of \$136.00, July 26, 1922. Commission award.

Index No. 1163, Claim No. 22047. Martin Weber, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution and lack of evidence, November 29, 1922.

Index No. 1164, Claim No. 20621. Raymond Weber, Claimant, vs. The Vindicator Consolidated Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Claimant has some disability which can be removed by proper treatment. Claimant indicates willingness to accept same. Award: Insurer ordered to furnish further treatment and to pay compensation during further disability resulting therefrom upon claimants acceptance of treatment, May 6, 1922.

Index No. 1165, Claim No. 18471. E. C. Wehrman, Claimant, vs. Cresson Consolidated Gold Mining & Milling Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Questions: Inhalation of powder gas as accident. Temporary disability. Inhalation of powder gas in an excess quantity was an accident. Award, \$30.00, June 15, 1922.

Index No. 1166, Claim No. 13347. Adolph Weimer, Deceased; Anna Belle Weimer, Widow, Dependent, Claimant, vs. Denver Dry Goods Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Application for lump sum settlement granted in the sum of \$350.00, September 9, 1922. Commission award.

Index No. 1167, Claim No. 21092. Harry Welch, Claimant, vs. Portland Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$278.00. Further hearing ordered to determine permanent disability, if any, May 22, 1922.

Supplemental award. Permanent partial disability. Claimant sustained a fifty per cent. loss of the use of the left leg measured at the knee, which became fixed and permanent March 15, 1922. Award, compensation as provided by agreement to March 15, and \$695.00 for permanent disability, October 28, 1922.

Index No. 1168, Claim No. 13523. H. H. Wellman, Claimant, vs. The Denver Tramway Company, Employer, Self-Insurer, Respondent.

Award, \$728.00, less compensation heretofore paid. This award ordered substituted in lieu of Referee's award of November 26, 1921, February 18, 1922. Commission award.

Index No. 1169, Claim No. 15139. J. Westenrider, Claimant, vs. Colorado Iron Works Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Claimant was unable to work at time of hearing. Award, \$10.00 per week so long as the claimant shall be unable to work, April 5, 1922.

Index No. 1170, Claim No. 17526. Orlando White, Claimant, vs. The Grand Junction M. & Fuel Company, Employer, and The London Guarantee and Accident Company, Insurer, Respondents.

Supplemental award. Permanent partial disability. Claimant sustained a ten per cent. loss of use of the right foot and a twenty-five per cent. loss of the use of the left foot, and is unable to do continuous work. His age is 59 years; expectancy, 14.74 years. Award, \$301.43 for temporary disability, and \$1,149.72 for permanent partial disability, July 21, 1922.

Index No. 1171, Claim No. 21536. Andrew F. Whitlock, Claimant, vs. Walter K. Hurd, doing business as Arkansas Valley Automobile Company, Employer, and Maryland Casualty Company, Insurer, Respondents.

Question: Occupational disease. Held: Claimant sustained a loss of vision through long exposure to gas in a garage and not as a result of any single exposure. His disability is a result of an occupational disease and not compensable. Compensation denied July 18, 1922.

Index No. 1172, Claim No. 20561. Clara Whitmore, Claimant, vs. Mt. Airy Sanitarium, Employer, and The Continental Casualty Company, Insurer, Respondents.

Question: Burden of proof. Held: Claimant has not shown that her disability after January 2, 1922, was the result of an accident or that the condition is due to an accident as defined by law. Compensation denied March 24, 1922.

Index No. 1173, Claim No. 19120. Ray Whitmore, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Permanent partial disability. Claimant sustained a permanent loss of use of the index finger at the second joint. Award, \$130.00, December 9, 1921.

Index No. 1174, Claim No. 8921. Percival L. Whittenberger, Claimant, vs. The Reva Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a twenty per cent. loss of use of the left arm at the elbow and a ten per cent loss of use of the left leg at the knee. Award, \$333.60, May 23, 1922.

Index No. 1175, Claim No. 22359. Charles R. Wilburn, Claimant, vs. Strange Maguire Paving Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$10.00, November 10, 1922.

Index No. 1176, Claim No. 17507. Ben D. Williams, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim dismissed and denied for lack of prosecution, December 5, 1921.

Index No. 1177, Claim No. 19546. Frank Williams, Claimant, vs. The Leyden Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Facial disfigurement. Award, \$92.86, July 17, 1922.

Index No. 1178, Claim No. 21116. Harold T. Williams, Claimant, vs. Moffat Coal Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a total loss of use of the left thumb at the second joint. Award, \$350.00, August 19, 1922.

Award, \$350.00, less compensation heretofore paid. This award ordered substituted in lieu of Referee's award of August 19, 1922, October 31, 1922. Commission award.

Index No. 1179, Claim No. 19225. N. M. Willson, Claimant, vs. City and County of Denver, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a five per cent. permanent total disability. His age was 71 years; expectancy, 8 years. Award, \$208.57 in addition to compensation heretofore paid, November 9, 1922.

Index No. 1180, Claim No. 20193. Alfred Wilson, Claimant, vs. Park Tunnel Tramway Company, Employer, and London Guarantee and Accident Company, Ltd., Insurer, Respondents.

Temporary disability. Award, \$10.00 per week from April 21 to August 8, 1922; further hearing ordered to determine claimant's right to further compensation, June 26, 1922.

Index No. 1181, Claim No. 20365. Ben Wilson, Claimant, vs. American Beet Sugar Company, Employer, and The Globe Indemnity Company, Insurer, Respondents.

Temporary disability. Award, \$16.50, July 8, 1922.

Index No. 1182, Claim No. 19785. Emery Wilson, Claimant, vs. The Colorado Fuel and Iron Company, Self-Insurer, Respondent.

Questions: Wages. Permanent partial disability. Wages were \$17.37 per week. Claimant sustained a ten per cent. loss of the use of the right index and second fingers at the proximal joint, or 3.1 weeks specific. Claimant was disabled three and two-sevenths weeks, and received compensation therefor in the sum of \$32.86. Further compensation denied April 5, 1922.

Index No. 1183, Claim No. 19304. F. Wilson, Claimant, vs. City and County of Denver, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Accident arising out of and in the course of employment. Claimant was injured while returning home from work. Compensation denied January 3, 1922.

Index No. 1184, Claim No. 17107. James Wilson, Claimant, vs. John Feeley and George Feeley, Employers, and Employers' Indemnity Corporation, Insurer, Respondents.

Temporary disability. Award, \$224.27, December 6, 1921.

Index No. 1185, Claim No. 19925. Jasper Wilson, Claimant, vs. Conley Ross Grain Company, Employer, and United States Fidelity and Guaranty Company, Insurer, Respondents.

Facial disfigurement. Award, \$75.00, April 8, 1922.

Index No. 1186, Claim No. 9087. Thomas Wilson, Deceased; Mary Ann Wilson, his Widow, in behalf of herself and George Wilson and Lorne Katheryn Wilson, Minor Children, Dependents, Claimants, vs. The Portland Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Compensation of minor dependent terminated by reason of said minor dependent having reached the age of 18 years, March 9, 1922.

Index No. 1187, Claim No. 19227. R. D. Wisner, Claimant, vs. Portland Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Question: Loss of hearing. Claimant sustained a sixty per cent loss of hearing in the right ear and total loss of hearing in the left ear or five-sixths of his total hearing. Award, \$1,158.33, May 31, 1922.

Index No. 1188, Claim No. 20261. Harry H. Wood, Claimant, vs. Hayden Mercantile Company, Employer, and Royal Indemnity Company, Insurer, Respondents.

Compensation was paid under agreement during disability. Claim for further compensation denied August 19, 1922.

Index No. 1189, Claim No. 19960. A. L. Woodhouse, Claimant, vs. The W. F. McCue Mercantile Company, Employer, and Lumbermen's Mutual Casualty Company, Insurer, Respondents.

Permanent partial disability. Claimant sustained a total loss of use of the middle finger at the distal joint and of the little finger at the proximal joint. His temporary disability was caused by other injuries. Award, \$10.00 per week during disability and \$140.00 for specific disability, July 19, 1922.

Index No. 1190, Claim No. 18904. Guy C. Woolfe, Claimant, vs. Temple Fuel Company, Employer, and Employers' Mutual Insurance Company, Insurer, Respondents.

Claim dismissed and denied for lack of prosecution October 6, 1922.

Index No. 1191, Claim No. 21351. Buell Worford, Claimant, vs. Mesa County, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, \$5.72, June 24, 1922.

Index No. 1192, Claim No. 19548. John Woz, Claimant, vs. Gordon Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Loss of vision. Claimant's vision in the left eye was less than ten per cent at the time of the accident. He sustained an eighty per cent loss of vision in the right eye. A ninety per cent loss of vision is equivalent to total blindness for industrial purposes, hence the claimant is entitled to the benefit of Section 76, having previously lost the vision of the left eye. Award, eighty per cent loss of vision, or \$2,496.00, July 5, 1922.

Referee's award of July 5, 1922, affirmed August 11, 1922. Commission award.

Index No. 1193, Claim No. 20503. A. T. Wray, Claimant, vs. Fremont County, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution and lack of evidence November 24, 1922.

Index No. 1194, Claim No. 10729. Charles Antone Wray, Deceased; Mattie Wray, Widow, in behalf of herself and Flossie Wray, Leonard Wray, Charles Wray, Paul Wray and Rubert Wray, Minor Children, Dependents, vs. The Fruitland Irrigation Company, Employer, and The State Compensation Insurance Fund, Insurer, Respondents.

Payment of funds deposited in trust ordered in the sum of \$120.61 for the purpose of buying necessities for the minor dependents, November 23, 1922. Commission award.

Index No. 1195, Claim No. 21855. George Wright, Claimant, vs. Pueblo Bridge and Construction Company, Employer, and The United States Fidelity and Guaranty Company, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution and lack of evidence, November 29, 1922.

X

Index No. 1196, Claim No. 19547. George Xinidakis, Claimant, vs. The Rocky Mountain Fuel Company, Employer, and the Employers' Mutual Insurance Company, Insurer, Respondents.

Temporary disability. Award, \$10.00 per week so long as disability shall continue, March 6, 1922.

Y

Index No. 1197, Claim No. 21062. Manuel Ybarra, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$47.14, November 22, 1922.

Index No. 1198, Claim No. 22151. Joe Yekos, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$80.00, October 28, 1922.

Index No. 1199, Claim No. 4149. Masumi Yoshikawa, Claimant, vs. The Northern Colorado Fuel Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Supplemental award. Dependent's notice and claim for compensation dismissed and denied for lack of prosecution. Award, funeral \$100.00, June 21, 1922.

Index No. 1200, Claim No. 21734. F. J. Youmans, Claimant, vs. Boulder-COLORADO Sanitarium, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Permanent partial disability. Claimant sustained the amputation of the middle finger of the right hand at the second joint and one-third loss of use of the index finger and twenty-five per cent loss of use of the ring finger. Award, temporary disability \$51.43, specific disability \$130.00, July 8, 1922.

Index No. 1201, Claim No. 20895. Donald A. Young, Deceased; Emma Young, Mother, Dependent, Claimant, vs. Oakdale Coal Company, Employer, and The Employers' Mutual Insurance Company, Insurer, Respondents.

Fatal. Award, \$3,125.00, funeral \$75.00, June 2, 1922.

Index No. 1202, Claim No. 13636. Harry Young, Claimant, vs. City of Pueblo, Colorado, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Further hearing ordered January 19, 1922, at Pueblo for the purpose of receiving further testimony, December 23, 1921. Commission award.

Referee's award of November 26, 1921, affirmed February 28, 1922. Commission award.

Remanded to the Commission November 13, 1922, by District Court, City and County of Denver, to make more specific findings.

Index No. 1203, Claim No. 22867. Nickolas Yuras, Claimant, vs. Denver Gas and Electric Light Company, Employer, Self-Insurer, Respondent.

Temporary disability. Agreement presented September 13, 1921, approved and compensation paid to August 21, 1922, ordered approved as final, November 15, 1922.

Z

Index No. 1204, Claim No. 20208. Nick Zagarakis, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Question: Burden of proof. Held: Claimant has failed to prove an accident on August 26, or that his disability after August 26, 1921, was caused by an accident as defined by the law. Compensation denied March 24, 1922.

Index No. 1205, Claim No. 14197. Andrew Zajac, Deceased; Suzanne Zajac, Widow, Dependent, Claimant, vs. The Empire Zinc Company, Employer, Self-Insurer, Respondent.

Findings and award entered pursuant to the order and mandate of Division 1 of the District Court for the Second Jurisdictional District of Colorado. The Commission takes judicial notice of war conditions existing since 1914. Where the marital relationship existed and such relationship existed at time of death the knowledge is sufficient to entitle the wife to total dependency regardless of actual dependency. Award, \$1,041.66 (being maximum compensation reduced to one-third on account of dependent being non-resident of the United States), funeral \$75.00, attorney's fees allowed \$75.00, December 23, 1921. Commission award.

Award of the Industrial Commission affirmed by the Supreme Court, April 3, 1922.

Index No. 1206, Claim No. 18812. Louis Zamboni, Deceased; Ester Zamboni, Widow, Dependent, Claimant, vs. The Atlas Mining and Milling Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Fatal. Award, \$1,041.67 (being \$3,125.00 reduced to one-third account dependent being non-resident of the United States), funeral \$75.00, April 19, 1922.

Attorney's fees allowed in the sums of \$15.00 and \$60.00. This award ordered to supplement the award of April 19, and the award of April 19 affirmed May 1, 1922. Commission award.

Index No. 1207, Claim No. 21352. Wm. G. Zarn, Claimant, vs. City of Pueblo, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Permanent partial disability. Claimant sustained a total loss of use of the middle finger of the left hand at the proximal joint. Award, \$130.00, July 21, 1922.

Index No. 1208, Claim No. 3588. Frank Zarnada, Deceased; Mary Zarnada, Widow, Dependent, Claimant, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, and Lloyds of London, Reinsurer, Respondents.

Supplemental award. Compensation of widow terminated by re-marriage. Award, \$63.51, being balance due widow at time of re-marriage, March 27, 1922.

Index No. 1209, Claim No. 10212. Ramon Zarrella, Claimant, vs. The Victor-American Fuel Company, Employer, and The Travelers Insurance Company, Insurer, Respondents.

Application for lump sum settlement for the purpose of purchasing a restaurant in Trinidad, denied March 27, 1922. Commission award.

Index No. 1210, Claim No. 9602. Enrico Zeber, Deceased; Arcangelo Zeber, Father, and Filomena Zeber, Mother, Dependents, Claimants, vs. The Smuggler Union Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Names of claimants corrected. Supplemental award corrected award of September 3, 1920, to read: Arcangelo Zeber instead of Arcangelo Zeber, and Maddalena Zeber instead of Philomena Zeber. The name of the deceased is corrected to read: Enrico Zeber instead of Enrico Zeber, March 24, 1922.

Index No. 1211, Claim No. 3586. Jack Zele, Deceased; Johana Zele, Widow, in behalf of herself and Bertha Zele, Minor Child, Dependents, Claimants, vs. The Victor-American Fuel Company, Employer, and The Employers' Mutual Insurance Company, Insurer, and Lloyds of London, Reinsurer, Respondents.

Supplemental award. Overpayment of dependent. Dependent re-married August 27, 1918. Notice was not given to the Commission and to the insurance carrier and an overpayment of \$527.46 was made. Ordered: The respondents are to have and take credit for the sum of \$1,575.76 heretofore paid and all obligations of the respondents are thereby satisfied, March 24, 1922.

Index No. 1212, Claim No. 16945. Joe Zele, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim dismissed and denied for lack of prosecution December 5, 1921.

Index No. 1213, Claim No. 17488. Henry Zellers, Claimant, vs. Bristol Alfalfa Milling Company, Employer, and Hartford Accident and Indemnity Company, Insurer, Respondents.

Claim for further compensation dismissed and denied for lack of prosecution July 29, 1922.

Index No. 1214, Claim No. 12866. Tom Zervadikis, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claimant was paid in full for temporary disability and sustained no permanent disability. Claim for further compensation denied December 30, 1921.

Index No. 1215, Claim No. 16834. Mike Ziglich, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Hernia. Claimant was operated upon shortly after an alleged accident for both appendicitis and hernia. Evidence as to hernia is vague and uncertain. Claim for compensation denied March 29, 1922.

Index No. 1216, Claim No. 18926. Frank Zinetti, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Claim for compensation dismissed and denied for lack of prosecution January 4, 1922.

Index No. 1217, Claim No. 17017. Joe Ziolkowski, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Temporary disability. Award, \$274.29, further hearing ordered to determine claimant's permanent partial disability, if any, January 11, 1922.

Temporary disability. Claimant was paid compensation during his temporary disability. He sustained no permanent disability. Further compensation denied May 15, 1922.

Index No. 1218, Claim No. 19975. Jake Zolar, Claimant, vs. The Colorado Fuel and Iron Company, Employer, Self-Insurer, Respondent.

Questions: Temporary disability. Permanent partial disability. Claimant was totally disabled from April 28 to November 13, 1921. He sustained a ten per cent loss of use of the right foot measured at the ankle. His temporary disability of twenty-seven weeks exceeds the specific disability. Award, \$270.00, May 17, 1922.

Index No. 1219, Claim No. 22170. P. L. Zolman, Claimant, vs. The Evening Telegraph Publishing Company, Employer, and The Ocean Accident and Guarantee Corporation, Ltd., Insurer, Respondents.

Medical. Claimant was disabled less than ten days and sustained no permanent disability. Award, payment of medical and hospital bills heretofore made is approved as final, August 25, 1922.

Index No. 1220, Claim No. 16797. Joe Zuniga, Claimant, vs. The Liberty Bell Gold Mining Company, Employer, and State Compensation Insurance Fund, Insurer, Respondents.

Temporary disability. Award, further compensation ordered paid from August 3 to September 5, 1921, as provided in the agreement in regard to compensation approved February 25, 1921, December 9, 1921.

STATISTICS—WORKMEN'S COMPENSATION DEPARTMENT

The total number of accidents and claims filed with the Workmen's Compensation Claim Department, as well as the Awards entered, have been tabulated on pages 147 and 148, from book records maintained by the Statistical Department, which segregates each year's business into several groupings. Tabulation from such records are necessarily long and tedious and in the main not satisfactory, and in this instance, have been handicapped by lack of clerical assistance.

To compile by hand such accident statistics as are vitally necessary in the administration of the Compensation law would be prohibitive in the number of clerks required and the length of time consumed in doing the work. Because of this the Industrial Commission has no statistical information on accidents such as compiled by other States and recommended by the United States government.

During the past year the Hollerith system of tabulating statistical information by machinery was installed by the Statistician and an attempt made to get the work of tabulation along standard lines under way. This has been only partially successful, due to not having the necessary clerks available, and the work of preparing cards for accidents handled by the Workmen's Compensation Claim Department was temporarily stopped and the clerks used in other departments. However, the records of the State Compensation Insurance Fund are being brought down to date and it is believed the information to be obtained by means of the Hollerith cards will be of much assistance in administering this department.

We now have the necessary equipment and it is hoped that proper provision may be made to carry this work to a successful completion during the coming year.

STATISTICS—ACCIDENTS AND CLAIMS, WORKMEN'S COMPENSATION DEPARTMENT

CLASSIFICATION	1915-1916			1917			1918			1919			1920			1921			1922			From Organization	
	Aug. 1, '15 to Nov. 30, '16	Dec. 1, '16 to Nov. 30, '17	Dec. 1, '17 to Nov. 30, '18	Dec. 1, '17 to Nov. 30, '19	Dec. 1, '18 to Nov. 30, '20	Dec. 1, '19 to Nov. 30, '21	Dec. 1, '20 to Nov. 30, '22	Dec. 1, '20 to Nov. 30, '21	Dec. 1, '21 to Nov. 30, '22	Dec. 1, '21 to Nov. 30, '22	Dec. 1, '22 to Nov. 30, '22	Dec. 1, '22 to Nov. 30, '22	Aug. 1, '15 to Nov. 30, '22										
1. Number of Accidents.....	16,670	12,780	14,932	11,338	14,279	13,904	12,859	12,67%	12,67%	12,67%	12,67%	12,67%	96,782	96,782	96,782	96,782	96,782	96,782	96,782	96,782			
Percentage—Claims to Accidents.....	14.72%	21.37%	24.92%	29.48%	29.26%	28.94%	28.94%	28.94%	28.94%	28.94%	28.94%	28.94%	25.48%	25.48%	25.48%	25.48%	25.48%	25.48%	25.48%	25.48%			
2. Number of All Claims.....	2,455	2,732	3,722	3,319	4,179	4,025	4,201	4,201	4,201	4,201	4,201	4,201	24,663	24,663	24,663	24,663	24,663	24,663	24,663	24,663			
A { Male.....	2,418	2,630	3,609	3,239	3,995	3,884	4,064	4,064	4,064	4,064	4,064	4,064	23,899	23,899	23,899	23,899	23,899	23,899	23,899	23,899			
B { Female.....	37	42	96.97%	96.71%	95.59%	95.59%	96.74%	96.74%	96.74%	96.74%	96.74%	96.74%	96.91%	96.91%	96.91%	96.91%	96.91%	96.91%	96.91%	96.91%			
C { Percentage—All Claims.....	1.51%	1.54%	3.03%	3.29%	4.11%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.50%	3.09%	3.09%	3.09%	3.09%	3.09%	3.09%	3.09%	3.09%			
3. Number of Fatal Claims (Death).....	204	300	202	179	151	155	155	155	155	155	155	155	1,392	1,392	1,392	1,392	1,392	1,392	1,392	1,392			
A { Coal Industries.....	65	89	66	54	72	72	72	72	72	72	72	72	590	590	590	590	590	590	590	590			
B { Percentage—Fatal Claims.....	31.86%	36.66%	32.67%	43.28%	30.16%	30.46%	30.46%	30.46%	30.46%	30.46%	30.46%	30.46%	44.28%	44.28%	44.28%	44.28%	44.28%	44.28%	44.28%	44.28%			
C { Miscellaneous Industries.....	64	39	47	46	41	24	24	24	24	24	24	24	280	280	280	280	280	280	280	280			
4. Number of Fatal Claims.....	75	61	89	88	84	81	81	81	81	81	81	81	522	522	522	522	522	522	522	522			
A { Percentage—Fatal Claims.....	36.77%	20.34%	44.06%	46.33%	53.65%	41.29%	41.29%	41.29%	41.29%	41.29%	41.29%	41.29%	33.50%	33.50%	33.50%	33.50%	33.50%	33.50%	33.50%	33.50%			
B { Percentage—Non-Fatal Claims.....	2,251	2,432	3,520	3,148	4,000	3,874	4,046	4,046	4,046	4,046	4,046	4,046	23,271	23,271	23,271	23,271	23,271	23,271	23,271	23,271			
C { Percentage—Non-Fatal Claims.....	538	622	722	736	976	931	987	987	987	987	987	987	5,372	5,372	5,372	5,372	5,372	5,372	5,372	5,372			
5. Number of Non-Fatal Claims.....	2,251	2,432	3,520	3,148	4,000	3,874	4,046	4,046	4,046	4,046	4,046	4,046	24,39%	24,39%	24,39%	24,39%	24,39%	24,39%	24,39%	24,39%			
A { Coal Industries.....	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	(*)	3,157	3,157	3,157	3,157	3,157	3,157	3,157	3,157			
B { Metal Industries.....	428	412	506	516	452	383	460	460	460	460	460	460	21,287	21,287	21,287	21,287	21,287	21,287	21,287	21,287			
C { Miscellaneous Industries.....	19,01	16,95%	14,37%	16,39%	11,30%	9,89%	11,37%	11,37%	11,37%	11,37%	11,37%	11,37%	14,542	14,542	14,542	14,542	14,542	14,542	14,542	14,542			
D { Percentage—Non-Fatal Claims.....	54.42%	37.48%	65.12%	60.23%	64.30%	66.08%	64.24%	64.24%	64.24%	64.24%	64.24%	64.24%	43.05%	43.05%	43.05%	43.05%	43.05%	43.05%	43.05%	43.05%			
6. Awards by Commission.....	2,37	424	639	678	268	428	428	428	428	428	428	428	21,598	21,598	21,598	21,598	21,598	21,598	21,598	21,598			
7. Compensation Agreements Approved.....	7	2,242	3,478	3,014	3,692	3,143	3,143	3,143	3,143	3,143	3,143	3,143	260	260	260	260	260	260	260	260			
8. Amputations.....	2,052	2,242	2,123	1,54	1,312	1,20	120	120	120	120	120	120	1,129	1,129	1,129	1,129	1,129	1,129	1,129	1,129			
9. Loss of Use.....	1,258	57	45	27	20	22	22	22	22	22	22	22	317	317	317	317	317	317	317	317			
10. Permanent Total.....	240	232	232	179	208	156	180	180	180	180	180	180	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427			
A { Permanent Partial.....	2,013	2,177	3,066	3,267	3,748	3,661	3,866	3,866	3,866	3,866	3,866	3,866	21,598	21,598	21,598	21,598	21,598	21,598	21,598	21,598			
B { Temporary Total.....	58	7	41	37	57	57	57	57	57	57	57	57	260	260	260	260	260	260	260	260			
11. Facial Disfigurement.....	8	5	17	15	11	19	34	34	34	34	34	34	1,09	1,09	1,09	1,09	1,09	1,09	1,09	1,09			
12. Blood Poison.....	41	64	58	47	94	67	67	67	67	67	67	67	592	592	592	592	592	592	592	592			
13. Wholly Dependent—Fatal Claims.....	120	131	74	88	63	54	62	62	62	62	62	62	132	132	132	132	132	132	132	132			
14. Wholly Dependent—Fatal Claims.....	30	40	8	85	78	72	72	72	72	72	72	72	350	350	350	350	350	350	350	350			
15. Wholly Dependent—Fatal Claims.....	69	8	12	16	11	11	11	11	11	11	11	11	171	171	171	171	171	171	171	171			
16. Wholly Dependent—Fatal Claims.....	109	33	44	138	156	156	156	156	156	156	156	156	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138			
A. Fatal (Death).....	19	10	12	32	32	32	32	32	32	32	32	32	209	209	209	209	209	209	209	209			
B. Non-Fatal.....	90	23	32	106	124	124	124	124	124	124	124	124	929	929	929	929	929	929	929	929			
17. Partially Dependent—Fatal Claims.....	16	14	19	14	22	14	14	14	14	14	14	14	33	33	33	33	33	33	33	33			
18. Partially Dependent—Fatal Claims.....	30	40	8	85	85	78	78	78	78	78	78	78	350	350	350	350	350	350	350	350			
19. Foreign Dependent—Fatal Claims.....	32	69	8	12	16	16	16	16	16	16	16	16	1,138	1,138	1,138	1,138	1,138	1,138	1,138	1,138			
20. Compensation Pending.....	109	33	44	138	156	156	156	156	156	156	156	156	332	332	332	332	332	332	332	332			
A. Fatal (Death).....	19	10	12	32	32	32	32	32	32	32	32	32	47	47	47	47	47	47	47	47			
B. Non-Fatal.....	90	23	32	106	124	124	124	124	124	124	124	124	285	285	285	285	285	285	285	285			
21. Compensation Reduced.....	7	4	4	16	17	17	17	17	17	17	17	17	37	37	37	37	37	37	37	37			
22. Average Weekly Wage.....	...	\$20.87	\$17.99	\$21.29	\$25.40	\$26.04	\$26.04	\$26.04	\$26.04	\$26.04	\$26.04	\$26.04	\$22.61	\$22.61	\$22.61	\$22.61	\$22.61	\$22.61	\$22.61	\$22.61			
23. Average Weekly Rate of Compensation.....	...	\$7.54	\$7.71	\$8.56	\$9.70	\$9.76	\$9.76	\$9.76	\$9.76	\$9.76	\$9.76	\$9.76	\$12.34	\$12.34	\$12.34	\$12.34	\$12.34	\$12.34	\$12.34	\$12.34			
24. Average Number Weeks of Disability.....	...	10.72	15.73	11.69	11.55	11.93	11.93	11.93	11.93	11.93	11.93	11.93	\$3,258,909.87	\$3,258,909.87	\$3,258,909.87	\$3,258,909.87	\$3,258,909.87	\$3,258,909.87	\$3,258,909.87	\$3,258,909.87			
25. Compensation Awarded and Being Paid.....	\$406,259.18	\$394,901.16	\$383,766.27	\$689,551.00	\$461,245.28	\$433,551.06	\$433,551.06	\$433,551.06	\$433,551.06	\$433,551.06	\$433,551.06	\$433,551.06	\$433,551.06	\$433,551.06	\$433,551.06	\$433,551.06	\$433,551.06	\$433,551.06	\$433,551.06	\$433,551.06			

*No Referee provided for in the 1915 and 1917 Workmen's Compensation Acts.

SIXTH ANNUAL REPORT

COMPENSATION AWARDS—WORKMEN'S COMPENSATION DEPARTMENT

CLASSIFICATION	1915-16				1917				1918				1919				1920				1921				1922				From Organization					
	Awards by Com'n																																	
1. Compensation:																																		
Fatal—Granted	62	190	186	124	87	211	11	213	11	224	14	163	177	33	214	247	1,297	1,297	1,297	1,297	1,297	1,297	1,297	1,297	1,297	1,297	1,297	1,297	1,297	1,297	1,297	1,297	1,297	
—Denied	5	21	19	21	11	32	3	29	32	40	7	40	47	4	53	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57			
Non-Fatal—Granted	61	57	146	193	161	354	21	360	381	503	21	503	524	46	682	728	728	728	728	728	728	728	728	728	728	728	728	728	728	728	728	728		
—Denied	21	26	54	72	36	108	4	120	124	282	3	282	285	17	252	269	269	269	269	269	269	269	269	269	269	269	269	269	269	269	269	269		
2. Compensation Increase:																																		
Fatal—Granted	0	0	0	0	2	1	3	2	0	1	0	0	1	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		
—Denied	0	0	0	0	1	0	0	4	1	1	0	0	0	0	0	40	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	45	
Non-Fatal—Granted	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
—Denied	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
3. Compensation Reduced:																																		
Fatal—Granted	0	3	3	0	0	0	0	0	0	0	0	0	1	1	1	0	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23	23
—Denied	0	2	0	0	2	5	11	16	0	7	7	2	12	14	2	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	
Non-Fatal—Granted	3	2	2	2	5	11	16	0	1	1	7	8	0	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5		
—Denied	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
4. Lump Sum Settlements:																																		
Fatal—Granted	6	19	52	40	0	49	31	0	31	31	0	31	31	0	31	31	0	31	31	0	31	31	0	31	31	0	31	31	0	31	31	0		
—Denied	15	17	35	32	0	32	28	0	32	28	0	32	28	0	32	28	0	32	28	0	32	28	0	32	28	0	32	28	0	32	28	0		
Non-Fatal—Granted	20	26	29	65	0	65	51	0	51	51	0	51	51	0	51	51	0	51	51	0	51	51	0	51	51	0	51	51	0	51	51	0		
—Denied	7	3	10	29	0	29	17	0	17	0	0	17	0	0	17	0	0	17	0	0	17	0	0	17	0	0	17	0	0	17	0	0		
5. Rehearings:																																		
Fatal—Granted	0	4	2	17	0	17	10	0	17	10	0	17	10	0	17	10	0	17	10	0	17	10	0	17	10	0	17	10	0	17	10	0		
—Denied	1	17	23	19	0	19	28	0	28	28	0	28	28	0	28	28	0	28	28	0	28	28	0	28	28	0	28	28	0	28	28	0		
Non-Fatal—Granted	3	3	7	16	2	18	16	0	16	16	0	16	16	0	16	16	0	16	16	0	16	16	0	16	16	0	16	16	0	16	16	0		
—Denied	3	14	18	23	0	23	34	0	34	34	0	34	34	0	34	34	0	34	34	0	34	34	0	34	34	0	34	34	0	34	34	0		
6. Disfigurement:																																		
Fatal—Granted	8	0	12	11	5	16	1	7	8	1	7	8	1	7	8	1	7	8	1	7	8	1	7	8	1	7	8	1	7	8	1	7	8	
—Denied	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
7. Miscellaneous																																		
Fatal	21	38	8	21	29	8	21	29	8	69	77	17	53	77	17	53	77	17	53	77	17	53	77	17	53	77	17	53	77	17	53	77		
Total Awards	237	424	639	678	339	1,017	268	826	1,094	351	1,143	1,494	428	1,316	1,744	6,649	1,316	1,744	6,649	1,316	1,744	6,649	1,316	1,744	6,649	1,316	1,744	6,649	1,316	1,744	6,649	1,316	1,744	6,649

* The figures shown in this column cover the seven months from May 1, 1919, to November 30, 1919, as no Referee was provided previous to May 1, 1919.

INDUSTRIAL RELATIONS LAW

The increase in the work of this department in the handling of the Industrial Relations Law is clearly shown by the number of applications made to this Commission thereunder.

From the commencement of the law in 1915 until December 1, 1920, there were filed with this Commission 456 cases. For the year from December 1, 1920, to December 1, 1921, there were 286 cases filed, and from the first of December, 1921, to the first of December, 1922, there were 265 cases filed, making a total of 551 cases filed with this Commission in the two years, as against 456 cases filed during the entire period prior to December 1, 1920.

The beneficial operation of the Industrial Law cannot better be illustrated as a benefit to the people of this state generally than in the recent national coal miners' controversy. In the winter of 1921-1922, by agreement between the coal mine operators and the coal miners of this state, a wage scale was fixed as between said coal operators and their employes. Under the Industrial Law of this state, this wage scale could not be changed without the consent of the parties unless thirty days' notice of such proposed change was given by the parties desiring such change to the other parties thereto and to this Commission. As a result of this salutary provision of the law the coal mines of this state operated at practically full capacity during the entire time of the disastrous coal strike throughout all the other states of the Union. When a settlement was reached between the coal operators and their employes in the other states the coal operators within this state, after thoroughly considering the situation as it was presented to them, made an agreement with their employes to fix a wage scale in this state to correspond with the scale put into effect in the other states, thus automatically the entire coal mine controversy was handled in this state without serious loss of production.

Some idea of the extensive work of this Department will be gained from the epitomized digest of the cases which follows.

Probably seventy-five per cent. of the industrial cases are settled without the necessity of the Commission holding a formal hearing. In the handling of industrial disputes, one of the first moves of the Commission is to suggest and urge an amicable settlement between the employers and employes, inasmuch as the Commission finds that if the parties are able, through conferences or otherwise, to reach an agreement between themselves, such procedure tends to create a much better feeling between the parties, and the settlements so reached are liable to be more permanent than where the controversy drags out through long investigations or

hearings. Such procedure also tends to make it easier for the parties to reach future agreements. There is also the saving of the expense of a hearing. In a large number of the cases where formal hearings were held by the Commission and an award entered, the parties accepted the award as rendered by the Commission, or settled upon the basis of the award with few minor changes.

The large amount of preliminary work done by the Commission in securing amicable settlements necessarily does not appear in the records or in the reports, such settlements often being the result of personal conferences, and many such conferences, of which it would be impractical to make permanent records.

As an example of one phase of this work, the Commission will mention a circumstance where a letter was received by the Commission from the Chamber of Commerce of one of the cities of the state, asking advice regarding the handling of a matter relating to the wages of a number of the crafts employed within the city. A member of the Commission visited the city in question, talked to a number of individuals regarding the situation, and, after making a hasty survey of the facts, reported his presence to the Chamber of Commerce. A special meeting of the directors was held and the entire situation discussed. Many suggestions were made, not only by the Commissioner, but by the directors of the Chamber of Commerce, and a plan of action was outlined. The matter was not taken up before the Commission by either employers or employees, and they probably did not realize that the Commission was in touch with the situation. Preliminary letters and propaganda were instigated by the Secretary of the Chamber of Commerce, and the situation was entirely cleared up and settled under the procedure outlined at the conferences between the directors of the Chamber of Commerce and the Commission.

The Commission feels that it is a part of its duty under its conciliatory powers to take part in such settlements, especially when appealed to by civic bodies, even though at the time there is no dispute between the employers and the employes directly interested, but where the general welfare of the community is involved.

The Colorado Industrial Law was enacted in 1915, and has been in operation since that date. It was the first state in the Union to attempt legislation of this kind, and the wisdom of the legislation has been proven by the results obtained from its enforcement, not only prior to, but during the war, and in the reconstruction period that followed.

The Commission is an administrative body, and depends for the enforcement of the provisions of the Industrial Law upon the Governor of the State, the Attorney General, district attorneys, courts and other executive officers of the state, and of the several counties and districts, and credit should be given to such officers for the co-operation they have given the Commission in making the law effective and thereby serving the public and the interests of employes and employers within the state.

The Commission has also found an increasing co-operation from employers and employes in observing the law, which speaks well for the loyalty of Colorado's citizens generally.

The Commission is not unaware of the antagonism of certain classes and individuals who resent the fact that the law interferes with arbitrary action and the putting into effect of some of their ideas without notice to all interested parties.

SUMMARY OF INDUSTRIAL CASES

In cases where there was a notice for a change in wages or hours and after investigation it was found that there was no protest, or in cases where the Commission had held hearings and the demands being very similar it was found that there was no need of a further investigation or a formal hearing, jurisdiction was terminated.

Case No. 707. Victor-American Fuel Co. vs. Employes, September 17, 1921. Notice of reduction in wages contingent on the outcome of the contemplated reduction of the C. F. & I. Co. This company had a wage contract with the United Mine Workers of America which expired April 1, 1922. After reductions were put into effect in several of the coal mines throughout the state, the several local unions voluntarily accepted a reduction in wages by agreement, and upon this information at a hearing held by the Commission jurisdiction was terminated. 1,500 employes, 1 employer.

Cases 708 to 726, inclusive, reported in Fifth Report.

Case No. 727. Photo Engravers Union No. 18 vs. Employer, Denver, November 1, 1921. 50 employes, 1 employer. Notice of new contract and reduction in wages and increase in hours. Hearing was held in which a reduction in wages was granted, hours to remain the same. Employes notified Commission that award was not acceptable.

Case No. 728. Hidden Treasure Mine vs. Employes, Ouray, November 7, 1921. 36 employes, 1 employer. Notice of reduction in wages settled by mutual agreement.

Case No. 729. Electrical Contractors vs. Employes, Pueblo, November 10, 1921. Notice of reduction in wages. Hearing by Commission, reduction was made and accepted by both employers and employes.

Case No. 730. Cement Finishers vs. Allison Stocker, Denver, November 17, 1921. 2 employes affected by said complaint, 1 employer. Controversy over working agreement. Settlement was reached by conference.

Case No. 731. McElhinney Marble and Tile Co. vs. Employes, Denver, November 18, 1921. 10 employes, 1 employer. This controversy was caused by a jurisdictional dispute between the building crafts. Hearing was held and award ordering the employes back to work, which was finally accepted after a delay of several days.

Case No. 732. Swift and Co. vs. Employes, Denver, November 19, 1921. 450 employes, 1 employer. Notice of reduction in wages. Protest was made by officials of the Amalgamated Meat Cutters and Butcher Workmen's Union and case was set for hearing. Before hearing was held employes went on strike and restraining order was issued by the District Court ordering the men back to work pending the hearing and award of the Commission. The employes refused to obey the order of the Court, and several were sent to jail for said disobedience. The Commission held a hearing and the employes did not appear as ordered, and it was necessary to subpoena said employes. The union officials appeared and testified that they had no interest as to the wages paid the employes in the packing plants, neither did they have any interest in the union and the Commission entered their award granting the packers of Denver a similar reduction to that made in packing plants in other states.

Case No. 733. Roberts Mill & Machinery Co. vs. Employes, Denver, November 22, 1921. 6 employes, 1 employer. Notice of reduction in wages, investigated by Commission and found there was no protest by employes.

Case No. 734. Colorado Packing & Provision Co. vs. Employes, Denver, November 22, 1921. 319 employes, 1 employer. Notice of reduction in wages. See Case No. 732.

Case No. 735. Master Builders Association vs. Employes, Pueblo, November 25, 1921. Notice of reduction in wages. Case was heard and reductions were granted to many of the building crafts. Award not accepted. Settlement was reached at conference on different basis than award of Commission.

Case No. 736. Master Builders vs. Employes, Pueblo, November 26, 1921. Notice of reduction in wages. See Case No. 735.

Case No. 737. Bear Canon Coal Co. vs. Employes, Las Animas Co. November 26, 1921. 30 employes, 1 employer. Notice of reduction in wages. After investigation jurisdiction was terminated.

Case No. 738. Burkhardt Packing & Provision Co. vs. Employes, Denver, November 26, 1921. 10 employes, 1 employer. Complaint was received from the offices of the Amalgamated Meat Cutters and Butcher Workmen's Union No. 641 that this firm had notified their employes that they were going to change the working day from 8 hours to 9 hours at the same wages as they were paying for 8 hours work. The Commission explained the law to Mr. Burkhardt, and he refrained from making any change in conditions.

Case No. 739. Colorado Fuel & Iron Co. vs. Employes, Cameron Mine, Walsenburg, November 26, 1921. 250 employes, 1 employer. At the time of the reduction in wages in several of the C. F. & I. coal mines in Southern Colorado in which the men agreed by petition and through their representative plan to accept said reduction the miners at this mine refused to accept said reduction and went on strike in sympathy with the miners in other mines, notwithstanding the wages had not been reduced. There were some men, however, that appeared for work but not enough to pay the company to continue operations, and the mine was shut down. After some days the major portion of the former employes petitioned the company to resume operations at the reduced wage, and after taking same up with this Commission the mine was reopened. A petition of protest was received shortly after date of opening the mine. At a hearing by the Commission, both parties being notified and no employes appearing at said hearing the Commission terminated jurisdiction.

Case No. 740. American Smelting and Refining Co. vs. Employes, Cokedale, November 28, 1921. 240 employes, 1 employer. By agreement between employes and employer a reduction in wages was put into effect. Jurisdiction terminated.

Case No. 741. U. S. Zinc Co. vs. Employes, Pueblo, October 24, 1921. Plant was closed for several weeks and resumed operations with a reduction in wages with which the employes were satisfied and made no complaint.

Case No. 742. Sweeney Elec. Co. vs. Employes, Denver, November 28, 1921. 56 employes, 1 employer. Notice of reduction in wages. After investigation it was found that there was no protest of employes.

Case No. 743. Auto Equipment Co. vs. Employes, Denver, November 29, 1921. Notice of reduction in wages. After investigation it was found that there was no protest by employes.

Case No. 744. Temple Fuel Co. vs. Employes, Brodhead, November 30, 1921. 175 employes, 1 employer. Notice of reduction in wages. After investigation it was found that there was no protest by employes. Jurisdiction terminated.

Case No. 745. Denver Sewer Pipe & Clay Co. vs. Employes, Denver, November 30, 1921. 170 employes, 1 employer. Notice of reduction in wages. After investigation it was found that there was no protest by employes.

Case No. 746. Midwest Tire Co. vs. Employes, Arvada, November 20, 1921. 60 employes, 1 employer. Change from day to piece work. After investigation it was found that there was no protest by employes.

Case No. 747. Typographical Union No. 175 vs. Employer, Pueblo, December 1, 1921. 40 employes, 1 employer. Notice of increase in wages, the employers and employes being members of national organizations and having by arbitration agreement settled their differences as to wages and hours without the assistance of the Commission, which has been satisfactory.

Case No. 748. Sunnyside Coal Co. vs. Employes, Strong, December 1, 1921. 125 employes, 1 employer. Notice of reduction in wages. Jurisdiction terminated.

Case No. 749. Mountain States Packing Co. vs. Employes, Denver, December 1, 1921. 35 employes, 1 employer. Notice of reduction in wages. Strike. See Case No. 732. Jurisdiction terminated.

Case No. 750. Photo Engravers No. 18 vs. Denver Post, Denver, December 1, 1921. 6 employes, 1 employer. Notice of reduction in wages and increase in hours with some slight changes in contract. This case was set for hearing and both sides appeared and notified the Commission that they had been negotiating and expected to reach an agreement. Upon such information the Commission continued the hearing, subject to call and conditions were to remain unchanged.

Case No. 751. McElhinney Marble and Tile Co. vs. Employes, Denver, December 1, 1921. 10 employes, 1 employer. Notice of reduction in wages. By investigation it was found that there was no protest by employes.

Case No. 752. Leader Mine vs. Employes, Rouse, December 1, 1921. 8 employes, 1 employer. Notice of reduction in wages. Jurisdiction terminated.

Case No. 753. Union Coal & Coke Co. vs. Employes, Prior Mine, December 1, 1921. 84 employes, 1 employer. Notice of reduction in wages. Jurisdiction terminated.

Case No. 754. Gordon Coal Co. vs. Employes, Walsenburg, December 2, 1921. 100 employes, 1 employer. Notice of reduction in wages. Jurisdictional terminated.

Case No. 755. Turner Coal Co. vs. Employes, Walsenburg, December 2, 1921. 185 employes, 1 employer. Notice of reduction in wages. Jurisdictional terminated.

Case No. 756. Brennan Coal Co. vs. Employes, Walsenburg, December 2, 1921. 96 employes, 1 employer. Notice of reduction in wages. Jurisdiction terminated.

Case No. 757. Dick Coal Co. vs. Employes, Walsenburg, December 2, 1921. 10 employes, 1 employer. Notice of reduction in wages. Jurisdiction terminated.

Case No. 758. P. G. Kay vs. Employes, Pueblo, December 2, 1921. 6 employes, 1 employer. Notice of reduction in wages. See Case No. 735.

Case No. 759. C. E. Friend vs. Employes, Pueblo, December 2, 1921. 4 employes, 1 employer. Notice of reduction in wages. See Case No. 735.

Case No. 760. General Chemical Co. vs. Employes, Denver, December 2, 1921. 130 employes, 1 employer. Notice of reduction in wages. By investigation the Commission found that there was no protest of employes.

Case No. 761. Rugby Coal Co. vs. Employes, Rugby, December 2, 1921. 45 employes, 1 employer. Notice of reduction in wages. Jurisdiction terminated.

Case No. 762. Cedar Hill Coal & Coke Co. vs. Employes, Denver, November 30, 1921. 50 employes, 1 employer. Notice of reduction in wages. Jurisdiction terminated.

Case No. 763. Hezron Mine vs. Employes, Hezron, December 2, 1921. 50 employes, 1 employer. Case set for hearing along with other coal mine cases and neither employer nor employes appeared. By investigation it was found that they had reached an agreement and did not think it was necessary to appear at the hearing. The law was explained to all parties and the case was closed.

Case No. 764. Oakdale Coal Co. vs. Employes, Oakdale, December 5, 1921. 50 employes, 1 employer. Notice of reduction in wages. Jurisdiction terminated.

Case No. 765. Black Hawk Coal Co. vs. Employes, Walsenburg, December 5, 1921. 41 employes, 1 employer. Notice of reduction in wages. Jurisdiction terminated.

Case No. 766. Mutual* Coal Co. vs. Employes, Walsenburg, December 5, 1921. 165 employes, 1 employer. Notice of reduction in wages. Jurisdiction terminated.

Case No. 767. Huerfano Coal Co. vs. Employes, Ludlow, December 5, 1921. 121 employes, 1 employer. Notice of reduction in wages. Jurisdiction terminated.

Case No. 768. Sante Fe Coal Co. vs. Employes, Starkville, December 6, 1921. Notice of reduction in wages. Jurisdiction terminated.

Case No. 769. Canon Reliance Coal Co. vs. Employes, Canon City, December 8, 1921. 375 employes, 1 employer. By agreement between employes and employer a reduction in wages was put into effect. Jurisdiction terminated.

Case No. 770. Eureka Coal Mining Co. vs. Employes, Trinidad, December 8, 1921. 90 employes, 1 employer. By agreement between employes and employer a reduction in wages was put into effect. Jurisdiction terminated.

Case No. 771. Amick Transfer and Storage Co. vs. Employes, Denver, December 9, 1921. 10 employes, 1 employer. An agreement signed by all the employes was filed with the Commission for a reduction in wages.

Case No. 772. Jewel Coal Company vs. Employes, Las Animas County, December 9, 1921. 50 employes, 1 employer. Notice of wage reduction. Case set for hearing and no employes appeared. It was found that the company had a contract with the union that did not expire until April 1. The Commission terminated jurisdiction and stated that although the contemplated reduction was not unreasonable that the employer should enter into an agreement with the employes.

Case No. 773. North Park Coal Co. vs. Employes, Coalmont, December 10, 1921. 75 employes, 1 employer. Complaint was received from employes that the company was going to reduce wages and that no notice had been received by this Commission. The Commission set case for hearing. One employe came to Denver to attend hearing and represent the employes. The Commission made a findings and award and refused reduction.

Case No. 774. Foundrymen's Association vs. Employes, Denver, December 10, 1921. 130 employes, 16 employers. Notice of reduction in wages. Case set for hearing and Commission refused reduction. Dissent by Commissioner Hiltz.

Case No. 775. Motion Picture Operators' Union vs. Employer, Denver, December 12, 1921. 2 employes, 1 employer. Complaint was received that employer had reduced wages without giving the required thirty days' notice.

Case was set for hearing and the employer appeared but no employees. Upon information received from employer it was found that there were but two employees affected and the Commission had no jurisdiction.

Case No. 776. The Jewel Coal Co. vs. Employees, Las Animas County, December 12, 1921. A strike occurred at this mine after the superintendent discharged three employees. A contract between employer and employees existed and in said contract it was stipulated that where a dispute arose that both parties to the controversy were to select an umpire and the decision would be binding, and upon investigation by the Commission it was found that the cause of the trouble was that they could not agree upon said umpire. The Commission called both sides together and upon the suggestion that the Commission would select the umpire as soon as possible the men went back to work and Judge Schaeffer of Colorado Springs was selected and his decision was final.

Case No. 777. Castle Coal Co. vs. Employees, Huerfano County, December 13, 1921. 13 employees, 1 employer. Notice of reduction in wages. There was a mutual agreement reached between employer and employees and the Commission so notified.

Case No. 778. Pikes Peak Cons. Fuel Co. vs. Employees, Colorado Springs, December 14, 1921. 160 employees, 1 employer. Notice of reduction in wages. Protest by employees. Commission held hearing and made findings and award granting reduction. A representative from the employees notified Commission that they would not accept award but there was no strike and no trouble following.

Case No. 779. Ross Coal Co. vs. Employees, Crested Butte, December 14, 1921. 86 employees, 1 employer. Notice of reduction in wages. Commission held hearing and findings and award was accepted by both employer and employees.

Case No. 780. Colorado Fuel & Iron Co. vs. Employees, Pueblo Steel Works, Pueblo, December 14, 1921. 1,800 employees, 1 employer. Notice of reduction in wages. Commission was notified that verbal agreement was reached between employer and employees, and jurisdiction terminated.

Case No. 781. Royal Fuel Company vs. Employees, Aguilar, December 16, 1921. 180 employees, 1 employer. Notice of reduction in wages. Agreement was reached between employer and employees and the Commission was so notified. Jurisdiction was terminated.

Case No. 782. National Fuel Co. vs. Employer, Thor Mine, December 16, 1921. 97 employees, 1 employer. Notice of reduction in wages. Commission was notified that employer and employees had reached an agreement and jurisdiction was terminated.

Case No. 783. Rocky Mountain Fuel Co. vs. Employees, Forches Mine, December 20, 1921. 91 employees, 1 employer. Wage agreement signed by the employees was filed with Commission. Jurisdiction terminated.

Case No. 784. Empire Coal Mining Co. vs. Employees, Aguilar, December 22, 1921. 101 employees, 1 employer. Notice of reduction in wages. No protest was received from employees and jurisdiction was terminated.

Case No. 785. Keystone Mining Co. vs. Employees, Colorado Springs, December 23, 1921. 40 employees, 1 employer. Notice of wage reduction. Case set for hearing. See Case No. 778.

Case No. 786. Rocky Mountain Fuel Co. vs. Employees, Piedmont and La Belle, December 24, 1921. 87 employees, 1 employer. Wage agreement was filed with petition and which the employees signed and jurisdiction was terminated.

Case No. 787. Brecht Candy Co. vs. Employees, Denver, December 24, 1921. 8 employees, 1 employer. Notice of reduction in wages. After investigation, and finding no protest, the case was closed.

Case No. 788. Book Cliff Coal Co. vs. Employees, Grand Junction, December 27, 1921. 9 employees, 1 employer. Notice of wage agreement between employer and employees, and after no protest was received, jurisdiction was terminated.

Case No. 789. Bankers Supply Co. vs. Employees, Denver, December 31, 1921. 80 employees, 1 employer. Notice of wage reduction. This was the photoengravers department. Commission set case for hearing and made their findings and award which the employees refused to accept and went on strike.

Case No. 790. Rocky Mountain Bank Note Co. vs. Employees, Denver, December 31, 1921. 17 employees, 1 employer. Merged with case No. 789.

Case No. 791. Smith Brooks Printing Co. vs. Employees, Denver, December 31, 1921. 8 employees, 1 employer. See Case 789.

Case No. 792. C. F. Hoeckel Blank Book Co. vs. Employees, Denver, December 31, 1921. 4 employees, 1 employer. See Case 789.

Case No. 793. Continental Lithographing Company vs. Employees, Denver, December 31, 1921. 15 employees, 1 employer. See Case 789.

Case No. 794. Crested Butte Coal Co. vs. Employees, Denver, December 31, 1921. 36 employees, 1 employer. Notice of reduction in wages. At the expiration of the thirty days' notice, jurisdiction was terminated.

Case No. 795. W. D. Corley vs. Employes, Colorado Springs, December 31, 1921. 30 employes, 1 employer. Notice of reduction in wages. See Case No. 789.

Case No. 796. McNeil Coal Co. vs. Employes, Routt County, January 6, 1922. 85 employes, 1 employer. This mine had been closed and reopened under the new scale of wages, and jurisdiction was terminated.

Case No. 797. Hayden Bros. Coal Co. vs. Employes, Haybro, January 9, 1922. 58 employes, 1 employer. Agreement to reduction signed by employes was filed with Commission. Jurisdiction terminated.

Case No. 798. Ohio Creek Coal Co. vs. Employes, Gunnison, December 31, 1921. 30 employes, 1 employer. Notice of reduction in wages. No protest by employes, jurisdiction terminated.

Case No. 799. Juanita Coal & Coke Co. vs. Employes, Bowie, January 6, 1922. 64 employes, 1 employer. Notice of reduction in wages. No protest from employes, jurisdiction terminated.

Case No. 800. Sam Petry Coal Mine vs. Employes, Florence, January 7, 1922. 2 employes, 1 employer. Notice that the mine was to resume operations. Commission had no jurisdiction.

Case No. 801. Rocky Mountain News vs. Typographical Union, Denver, January 9, 1922. Notice was received that contract expired and a reduction in wages and other changes were contemplated. Upon investigation it was found the employer and the employes had entered into an international arbitration agreement which was binding upon both parties to settle all differences.

Case No. 802. Rocky Mountain Fuel Co. vs. Employes, Alpine Mine, January 9, 1922. 5 employes, 1 employer. Agreement to reduction in wages was filed with Commission and no protest was entered by employes. Jurisdiction terminated.

Case No. 803. Calumet Fuel Co. vs. Employes, Durango, January 10, 1922. 67 employes, 1 employer. Agreement to reduction signed by employes was filed with Commission. Jurisdiction terminated.

Case No. 804. Utah Fuel Co. vs. Employes, Somerset Mine, January 10, 1922. 224 employes, 1 employer. Agreement to reduction was signed by employes and filed with Commission. Jurisdiction terminated.

Case No. 805. Grand Junction Mining and Fuel Co. vs. Employes, Cameo, January 10, 1922. 100 employes, 1 employer. Agreement to reduction in wages signed by employes was filed with Commission. Jurisdiction terminated.

Case No. 806. Moffat Coal Co. vs. Employes, Oak Hills, January 10, 1922. 194 employes, 1 employer. Notice of reduction in wages. After receiving no protest from employes, jurisdiction was terminated.

Case No. 807. Moving Picture Operators Union vs. Employers, Denver, January 12, 1922. 6 employes, 1 employer. Complaint was entered that two picture show houses had reduced wages without giving the required thirty days' notice. A conference was held which settled the controversy temporarily. Upon hearing of further troubles the Commission set the case for hearing and found from the testimony that in one of the houses there were but two employes involved, in which case they had no jurisdiction. The other case there were four employes involved, the evidence being so conflicting, the Commission terminated jurisdiction.

Case No. 808. Blue Seal Coal Co. vs. Employes, Routt County, January 13, 1922. 80 employes, 1 employer. Notice of reduction in wages. No protest was entered by employes and upon the expiration of the notice, jurisdiction was terminated.

Case No. 809. Gibson Lumber & Fuel Co. vs. Employes, Royal Gorge Mine, January 14, 1922. New wage agreement reached between employer and employes and filed with Commission. Jurisdiction was terminated.

Case No. 810. Leyden Coal Co. vs. Employes, Leyden, January 14, 1922. 186 employes, 1 employer. Wage agreement reached between employer and employes and jurisdiction was terminated.

Case No. 811. Rocky Mountain Fuel Co. vs. Employes, Simpson Mines, January 16, 1922. 67 employes, 1 employer. Wage agreement signed by employes was filed with Commission. Jurisdiction was terminated.

Case No. 812. Mountain View Coal Co. vs. Employes, Coal Creek, January 16, 1922. Notice of reduction in wages, no protest from employes. Jurisdiction terminated.

Case No. 813. McNally & Thompson vs. Employes, McLean Mine, January 18, 1922. Employer and employes entered into an agreement for a reduction in wages to the 1918 wage scale.

Case No. 814. Magnus Metal Co. vs. Employes, Denver, January 19, 1922. 10 employes, 1 employer. Notice of reduction in wages came from the Moulder's Union and employer notified the Commission that they had reached a satisfactory agreement, the employes accepting a slight reduction in wages.

Case No. 815. Aztec Coal Co. vs. Employes, Toltec Mine, January 17, 1922. 34 employes, 1 employer. Wage agreement between employes and employer was filed with Commission, the employes accepting the 1918 wage scale.

Case No. 816. Cracker Jack Coal Co. vs. Employes, Boulder, January 18, 1922. 12 employes, 1 employer. Wage agreement signed by employes and acceptable to the employer was filed with Commission, reducing the wages to the 1918 wage.

Case No. 817. National Fuel Co. vs. Employes, Puritan Mine, January 19, 1922. 225 employes, 1 employer. Notice of reduction in wages. After the men had refused to sign a petition to accept reduction in wages to the 1918 wage scale the employer gave the Commission and the employes the required thirty day notice. Close to the date of the expiration of said notice the employes entered a protest and the Commission set case for hearing and in their findings and award found that the contemplated reduction was not unreasonable and that the company was justified in putting same into effect. The employes refused to accept the award and went on strike. The mine closed but a few days and then again resumed operations with approximately fifty per cent of a normal force. From day to day more employes showed up for work and within a short time the force was again normal.

Case No. 818. Kinley-Wilton Coal Co. vs. Employes, Trinidad, January 19, 1922. 3 employes, 1 employer. Notice of reduction in wages, no protest from employes, Commission had no jurisdiction as there were less than 4 employes.

Case No. 819. National Fuel Co. vs. Employes, Monarch Mine, January 19, 1922. 125 employes, 1 employer. Wage agreement between employer and employes was filed with Commission in which the employes accepted the 1918 wage scale.

Case No. 820. Rocky Mountain Fuel Co. vs. Employes, Acme Mine, January 19, 1922. 81 employes, 1 employer. Petition signed by the employes was filed with the Commission, in which the employes accepted a reduction in wages to the 1918 wage scale. After no protest was received, Commission terminated jurisdiction.

Case No. 821. Rocky Mountain Fuel Co. vs. Employes, Industrial Mine, January 19, 1922. 142 employes, 1 employer. Same as Case No. 820.

Case No. 822. Rocky Mountain Fuel Co. vs. Employes, Gorham Mine, January 19, 1922. 38 employes, 1 employer. Same as Case No. 820.

Case No. 823. Rocky Mountain Fuel Co. vs. Employes, Columbine Mine, January 19, 1922. 159 employes, 1 employer. See Case No. 820.

Case No. 824. Fox Coal Mining Co. vs. Employes, Boulder, January 20, 1922. 73 employes, 1 employer. A petition signed by most of the employes was filed with the Commission. After receiving no protest the Commission terminated jurisdiction.

Case No. 825. Rocky Mountain Fuel Co. vs. Employes, Standard Mine, January 21, 1922. 90 employes, 1 employer. See Case No. 820.

Case No. 826. City of Fort Morgan vs. Employes, Fort Morgan, January 21, 1922. Notice of reduction in wages. No protest by employes. Commission terminated jurisdiction.

Case No. 827. Russell Coal Co. vs. Employes, Frederick, January 23, 1922. 75 employes, 1 employer. Notice of reduction in wages, no protest from employes and Commission terminated jurisdiction. A strike followed and after a few days approximately fifty per cent of the employes returned and the force increased each day until a normal force was back to work.

Case No. 828. Crown Fuel Co. vs. Employes, Boulder, January 23, 1922. 75 employes, 1 employer. Wage agreement was entered into between employes and employer and Commission terminated jurisdiction.

Case No. 829. Rocky Mountain Fuel Co. vs. Employes, Vulcan Mine, January 16, 1922. 64 employes, 1 employer. Same as Case No. 820.

Case No. 830. Routt Pinnacle Coal Co. vs. Employes, Coalview, January 11, 1922. 31 employes, 1 employer. Notice of reduction in wages, no protest from employes. Commission terminated jurisdiction.

Case No. 831. Boulder Valley Coal Co. vs. Employes, Boulder, January 23, 1922. 85 employes, 1 employer. Notice of reduction in wages. No protest from employes, Commission terminated jurisdiction.

Case No. 832. Merchant Tailors Association vs. Members of Journeyman Tailors Union, Denver, January 23, 1922. 200 employes, 15 employers. Notice of termination of working agreement. After investigation it was decided to set case for hearing as a change in wages and hours was contemplated. Some of the employers testified that they were going back to a piece work basis and others wished a ten per cent reduction on the weekly scale basis. All wanted a longer working day than eight hours. The Commission denied a longer working day until time and one-half was paid for all time worked over eight hours, and a ten per cent reduction in wages on the weekly basis.

Case No. 833. Engineers Leasing Co. vs. Employes, Cambro Mine, January 24, 1922. 30 employes, 1 employer. Notice of reduction in wages, no protest was received and Commission terminated jurisdiction. This mine

had been closed down for several months and their former employees had gone elsewhere to work. The company wished to resume operations on the 1918 wage scale that had been put into effect and accepted by the greater part of the mines in the state.

Case No. 834. Grand Junction Mining and Fuel Co. vs Employees, Sterling Mine, January 24, 1922. 100 employees, 1 employer. Notice of reduction in wages. No protest was received and Commission terminated jurisdiction. The men waited until the thirty days expired and the company changed the wages and then went on strike against the reduction.

Case No. 835. Consolidated Coal and Coke Co. vs. Employees, Baum Mine, January 24, 1922. 100 employees, 1 employer. Notice of reduction in wages. No protest was received and the Commission terminated jurisdiction.

Case No. 836. Humboldt Mining Co. vs. Employees, Telluride, January 24, 1922. 100 employees, 1 employer. Notice of reduction in wages was received. There were several notices received by the Commission from the metaliferous mines and Commission set them all for hearing at the same time. The request was for fifty cents a day reduction which was allowed by Commission. This included practically all the mines with the exception of the Cripple Creek district.

Case No. 837. Colorado Superior Mining Co. vs. Employees, Telluride, January 24, 1922. 100 employees, 1 employer. Notice of reduction in wages. See Case No. 836.

Case No. 838. Smuggler-Union Mining Co. vs. Employees, Telluride, January 24, 1922. 325 employees, 1 employer. See Case No. 836.

Case No. 839. National Fuse and Powder Co. vs. Employees, Denver, January 25, 1922. 8 employees, 1 employer. Notice of a change from day to piece work. By investigation it was found that the employees had no objections to said change.

Case No. 840. American Smelting & Refining Co. vs. Employees, Yak Mine, Leadville. January 25, 1922. 70 employees, 1 employer. See Case No. 836.

Case No. 841. Pueblo Gas & Fuel Co. vs. Employees, January 25, 1922. 36 employees, 1 employer. Notice of reduction in wages. No protest was received and Commission terminated jurisdiction.

Case No. 842. Boulder Black Diamond Coal Co. vs. Employees, Boulder, January 25, 1922. 35 employees, 1 employer. Wage agreement was filed with Commission in which all the employees agreed to accept a reduction to the 1918 wage. Commission terminated jurisdiction.

Case No. 843. Garfield Coal Mining Co. vs. Employees, Palisade, January 26, 1922. 41 employees, 1 employer. Agreement was filed with Commission, signed by committee representing employees, for a reduction in wages. Commission terminated jurisdiction.

Case No. 844. Belmont-Wagner Mining Co. vs. Employees, Telluride, January 26, 1922. See Case No. 836.

Case No. 845. Griffin Wheel Co. vs. Employees, Denver, January 26, 1922. 140 employees, 1 employer. Notice of reduction in wages. Employees protested and case was set for hearing. Commission denied any reduction in wages, but employer did not abide by decision and put reduction into effect a few days after the award.

Case No. 846. Mine and Smelter Supply Co. vs. Employees, Denver, January 27, 1922. 40 employees, 1 employer. Notice of reduction in wages. After investigation, it was found that there was no protest from employees, and Commission terminated jurisdiction.

Case No. 847. Boulder County Coal Mining Co. vs. Employees, Boulder, January 26, 1922. Wage agreement signed by employees was filed with Commission and jurisdiction was terminated.

Case No. 848. Palisade Coal and Supply Co. vs. Employees, Palisade, January 27, 1922. 61 employees, 1 employer. No protest was received. Commission terminated jurisdiction.

Case No. 849. Downtown Mines Co. vs. Employees, Leadville, January 28, 1922. See Case No. 836.

Case No. 850. Yale Laundry Co. vs. Employees, Denver, January 28, 1922. 35 employees, 1 employer. Notice of reduction in wages. By investigation it was found that there were only four employees affected by said change, and that there was no protest by any of the employees affected.

Case No. 851. Morning Star Mine vs. Employees, Durango, January 24, 1922. 8 employees, 2 employers. Letter was received from the employers that they attempted to reach an agreement with their employees and that there was one man protested. Consequently, they were sending the required notices to the Commission. After some correspondence, the Commission was notified that satisfactory agreement was reached and jurisdiction was terminated.

Case No. 852. Rapson Coal Mining Co. vs. Employees, Colorado Springs, January 28, 1922. 50 employees, 1 employer. Wage agreement was filed with Commission and jurisdiction was terminated.

Case No. 853. Shwayder Trunk Co. vs. Employees, Denver, January 28, 1922. 75 employees, 1 employer. Complaint was received that reduction in

wages was put into effect without notice. After some investigation, Commission set case for hearing. The Commission being unable to get any further information, did not feel that the complaint was justified, and terminated jurisdiction.

Case No. 854. City Coal Mining Co. vs. Employes, Colorado Springs, January 28, 1922. Notice of reduction in wages. A contract existed between employees and employer that did not expire until April 1, 1922. The Commission was notified that a settlement was agreed upon between the union and the employer, and jurisdiction was terminated.

Case No. 855. Valley View Leasing Co. vs. Employes, Ames, January 30, 1922. See Case No. 836.

Case No. 856. Tomboy Gold Mines Co. vs. Employes, Telluride, January 30, 1922. 200 employees, 1 employer. See Case No. 836.

Case No. 857. Silver Mines Co. vs. Employes, Aspen, January 30, 1922. 40 employees, 1 employer. See Case No. 836.

Case No. 858. Clayton Coal Co. vs. Employes, Clayton, January 30, 1922. 60 employees, 1 employer. Notice of reduction in wages, committee of employees filed a protest against said reduction. The Commission at this time had held numerous hearings involving the question of reduction in wages of coal miners, and did not feel that it would be to the best interests of the general public to hold further hearings where the same questions were involved. Jurisdiction was terminated.

Case No. 859. United Collieries Co. vs. Employes, Monroe Mine, January 30, 1922. 50 employees, 1 employer. Notice of reduction in wages. This case is similar to Case No. 858.

Case No. 860. Hesperus Fuel Co. vs. Employes, Hesperus, January 31, 1922. 50 employees, 1 employer. An agreement signed by the employees was filed with the Commission and jurisdiction was terminated.

Case No. 861. Smuggler Leasing Co. vs. Employes, Aspen, January 31, 1922. 26 employees, 1 employer. See Case No. 836.

Case No. 862. J. D. Best Co. vs. Employes, Denver, January 31, 1922. 10 employees, 1 employer. Notice of reduction in wages. After investigation, and finding no protest, the Commission terminated jurisdiction.

Case No. 863. Retail Butcher and Grocers Association vs. Employes, Pueblo, January 31, 1922. Notice of expiration of contract existing between members of the Association and the Butcher Workmen's Union. There was no demand in the notice to this Commission for a change in hours, wages or working conditions, and the Commission notified said employers that if they contemplated making any change, that they must so notify the employees and this Commission thirty days in advance. No further communication was received.

Case No. 864. Town of Peetz vs. Employes, Peetz, January 31, 1922. Notice of wage reduction. There was only one employee affected by said contemplated change, and the Commission had no jurisdiction.

Case No. 865. Atlas Mining and Milling Co. vs. Employes, Sneffels, February 1, 1922. 85 employees, 1 employer. See Case No. 836.

Case No. 866. Welch-Worland vs. Employes, Ouray, February 1, 1922. 25 employees, 1 employer. See Case No. 836.

Case No. 867. King Investment Co. vs. Employes, Pueblo, February 1, 1922. 20 employees, 1 employer. Complaint was received that employer had called his employees together and notified them that he was going to put a reduction in wages into effect immediately, and that if the employees did not wish to accept they could get their time. The Commission immediately got in touch with the employers and called their attention to the law, and then notified the firm by wire and letter to reinstate previous conditions and give the required thirty days' notice. Same was complied with, and at the expiration of the thirty days the Commission, having already heard the case of the building trades of Pueblo, which in the past had also decided the case of the inside carpenters, terminated jurisdiction.

Case No. 868. Newton Lumber Co. vs. Employes, Pueblo, February 1, 1922. 20 employees, 1 employer. This case was handled at the same time and in the same manner as Case No. 867.

Case No. 869. Boulder Pressed Brick and Lumber Co. vs. Employes, Boulder, February 1, 1922. Notice of reduction in wages. Upon investigation it was found that there was only one employee affected, and the Commission had no jurisdiction.

Case No. 870. Henriett Mines vs. Employes, Leadville, February 2, 1922. See Case No. 836.

Case No. 871. American Smelting and Refining Co. vs. Employes, San Juan Mine, February 3, 1922. 23 employees, 1 employer. Reduction was agreed upon between employees and employer, and Commission was so notified and jurisdiction was terminated.

Case No. 872. Sam Weintraub vs. Employes, Denver, February 3, 1922. 20 employees, 1 employer. Notice that contract expired and reduction in wages was contemplated. Case was set for hearing and employer failed to appear.

He was called upon the telephone and he stated that he wished to withdraw the case and wrote a letter to that effect, which was accepted by the Commission.

Case No. 873. Gladstone Mines Co. vs. Employees, Buena Vista, February 4, 1922. 15 employees, 1 employer. See Case No. 836.

Case No. 874. Shamrock Coal Mine vs. Employees, Erie, February 4, 1922. 50 employees, 1 employer. Notice of reduction in wages. Similar to Case No. 858.

Case No. 875. Dillon Coal Co. vs. Employees, Eureka Mine, February 7, 1922. 9 employees, 1 employer. Notice of reduction in wages. Demands withdrawn. Property changed hands. New owner does not care to reduce wages at this time.

Case No. 876. Colfax Pressed Brick Co. vs. Employees, Denver, February 9, 1922. 25 employees, 1 employer. Notice of reduction in wages. After investigation and finding no protest, case was closed.

Case No. 877. Rocky Mountain Fuel Co. vs. Employees, Grant Mine, February 16, 1922. This mine had been closed down for several weeks and the employees signed a petition to accept the 1918 wage scale with the hope that the company would resume operations. The company failed to open the mine until some weeks after the petition was signed, due to lack of orders.

Case No. 878. Ibex Mining Company vs. Employees, Leadville, February 10, 1922. 73 employees, 1 employer. See Case No. 836.

Case No. 879. Schaefer Tent Co. vs. Employees, Denver, February 20, 1922. 24 employees, 1 employer. Notice of change in overtime rate from time and one-half to time and one-fourth. The employees did not wish to protest as the rate previously had been time and one-fourth for over-time.

Case No. 880. Western Newspaper Union vs. Printing Pressmen's Union No. 40, Denver, January 20, 1922. New contract was agreed upon whereby the employees accepted a reduction in wages equivalent to four hours' pay per week.

Case No. 881. Radium Company of Colorado vs. Employees, Denver, February 20, 1922. 18 employees, 1 employer. Notice of a change in the rate charged for board. Upon investigation it was found that the company wished to increase the board from \$1.00 to \$1.25 a day in lieu of a reduction in wages. The employees made no protest.

Case No. 882. Cortellini & Co. vs. Employees, Leadville, February 21, 1922. See Case No. 836.

Case No. 883. Tritch Hardware Co., Denver, February 21, 1922. Complaint was received in February that the above company had changed working conditions from an eight hour day to a nine hour day in October. Upon investigation, it was found that the party who entered the complaint was a former employee and had a personal grievance, and that there was a change agreed upon between employer and employees whereby the men were to work nine hours for the first five days in the week, and four hours on Saturday. There was no justification for complaint.

Case No. 884. Fox Coal Mining Co. vs. Employees, Gorham, February 23, 1922. Complaint was received by a committee representing the men that after they had signed a petition to accept a reduction in wages to the 1918 scale, that the company was paying less than the scale that existed at that time and also that the company wished to pay for coal that was already mined and in the cars at the time that the agreement was reached at the reduced scale. The Commission set the case for hearing and found that the company was paying the 1918 scale as agreed upon, but ordered the company to pay the old scale for all coal mined upon and including the day that the petition was signed and agreed upon.

Case No. 885. Boulder Black Diamond Coal Co. vs. Employees, Boulder, February 23, 1922. This case was very similar to Case No. 884, and was set for hearing and handled at the same time and in the same manner as the preceding case.

Case No. 886. Granite Cutters' Union vs. Employers, Denver, February 24, 1922. 90 employees. 20 employers. Notice of the expiration of contract and a copy of the contemplated contract received. After investigation, the Commission set this case for hearing, but on the date of the hearing, a communication was received signed by committees from the employers and the employees that an agreement had been reached whereby the whole contract was to continue unchanged for another year.

Case No. 887. Master Granite Cutters' Association vs. Employees, February 28, 1922, Denver. 20 employees, 6 employers. Notice of a reduction in wages. This case was investigated at the same time as the previous case, and set for hearing on the same date. Before the date of the hearing arrived, a communication was received signed by committees representing the employers and employees, whereby an agreement was reached, the employees accepting their reduction in wages from \$9.00 a day to \$8.00 a day.

Case No. 888. Kokomo-Recen Mining and Dredging Company vs. Employees, February 28, 1922. 2 employees, 1 employer. Notice of reduction in wages. By investigation it was found that there were only 2 employees involved, and they were willing to accept said reduction. Commission had no jurisdiction.

Case No. 889. Canon-Reliance Coal Co. vs. Employes, Canon City, March 1, 1922. Information was received that a dispute arose as to the pay for the bottom dirt in the mine and at the time of reduction in wages put into effect at a prior date, the men did not receive pay for such work. Men went on strike and the case was submitted to the District Attorney of said district and an investigation was made with the idea of instituting proceedings against said employes. Before any action was taken in the court, the employes who caused the trouble left camp and the operator of said mine advised that the case be dropped. The men returned to work.

Case No. 890. Acme Mine vs. Employes, Louisville, March 2, 1922. The Commission received a letter evidently from a committee of employes stating they reserved the right to suspend work April 1, 1922, if the operators refused to pay the same scale as the central competitive fields. The Commission immediately requested the committee to give further and definite information, informing them that the letter was too indefinite to be regarded as a demand or notice under the law. The committee failed to act further. Letters referring to the coal situation were written to the Attorney General and the District Attorneys in the districts where coal mines are operated.

Case No. 891. Mountain Top Mining Company vs. Employes, Ouray, March 21, 1922. Notice of reduction in wages. Commission set this case for hearing along with several other metal mining cases, and notified the employes by having a notice posted in conspicuous places about the mines. There was no protest entered by the employes before or at said hearing, and after said hearing a reduction of approximately 25 cents a day was put into effect in several of the metal mining camps in the state and accepted by all employes as far as any information that we have.

Case No. 892. Nevin Candy Co. vs. Employes, Denver, March 2, 1922. 70 employes, 1 employer. Notice of reduction in wages. By investigation of Commission it was found that the employes were willing to accept a reduction without a protest.

Case No. 893. Cresson Consolidated Gold Mining Co. vs. Employes, Cripple Creek, March 2, 1922. 177 Employes, 1 employer. See Case 891.

Case No. 894. Portland Gold Mining Co. vs. Employes, Victor, March 3, 1922. See Case 893.

Case No. 895. Modoc Consolidated Mining Co. vs. Employes, Cripple Creek March 3, 1922. Notice of reduction of wages. See Case 893.

Case No. 896. Gilson Asphaltum Co. vs. Employes, Carbonera, March 6, 1922. 12 employes, 1 employer. Notice of reduction in wages. No protest by employes.

Case No. 897. Vindicator Consolidated Gold Mining Co. vs. Employes, Victor, March 6, 1922. 25 employes, 1 employer. See Case 893.

Case No. 898. Coal Miners of Boulder and Weld Counties, March 1, 1922. Resolution of protest received by Commission. See Case 890.

Case No. 899. U. M. W. of A. No. 1772, Palisade, letter received by Commission. See Case 890.

Case No. 900. U. M. W. of A. No. 3051, Mt. Harris, March 8, 1922. Letter received by Commission. See Case No. 890.

Case No. 901. Golden Fire Brick Co. vs. Employes, Golden, March 15, 1922. 40 employes, 1 employer. Notice of reduction in wages. Investigation was made and no protest was entered. Letter was received near the expiration of thirty days withdrawing the demands.

Case No. 902. J. P. Kennedy vs. North Park Coal Co., March 16, 1922. The Commission held a hearing some time prior to this date on an application for a reduction in wages, and disallowed said reduction in award. The company notwithstanding said award, put said reduction into effect. Mr. Kennedy came to the office some time later and entered a complaint that his wages had been reduced before the award of the Commission. The Commission wrote the company in regard to this case and later received a letter from Mr. Kennedy that he had received the wages due.

Case No. 903. Garfield Coal Mining Co. vs. Employes, Palisade. Letter was received by Commission. See Case No. 890.

Case No. 904. Typographical Union No. 292 vs. Employers, Grand Junction, March 24, 1922. 14 employes, 2 employers. Notice of increase in wages. After several conferences between employers and a committee representing the employes, satisfactory settlement was agreed upon, the employes receiving an increase in wages.

Case No. 905. Du Pont Powder Co. vs. Employes, Louviers, March 24, 1922. 80 employes, 1 employer. Notice of a reduction in wages. Investigation was made by Commission and finding no protest from employes, jurisdiction was terminated.

Case No. 906. St. Paul Market Co. vs. Employes, Denver, March 24, 1922. 4 employes, 1 employer. Notice of reduction in wages. After an investigation by Commission, the employer withdrew notice and conditions were to remain the same until such time as the employer or employes demanded a change and the Commission was properly notified.

Case No. 907. Window and Housecleaners Union vs. Employers, Denver, March 28, 1922. 25 employes, 2 employers. Notice of increase in wages and

change in working conditions. After failing to get both sides together in a conference, the case was set for hearing and the award denying an increase and ordering conditions as to wages to remain the same was complied with by both employer and employees.

Case No. 908. American Brake Shoe and Foundry Co. vs. Employes, Denver, April 1, 1922. 31 employes, 1 employer. Notice of reduction in wages. After investigation and finding no protest, jurisdiction was terminated.

Case No. 909. Bakers and Confectionery Workers Union No. 26 vs. Employers, Denver, April 3, 1922. Notice of a new wage agreement which involved several changes from prior working agreement. After investigation, it was found that the members of the union did not wish to insist on said changes, and were willing to continue under the old agreement, and case was withdrawn.

Case No. 910. Empire Zinc Co. vs. Employes, Gilman, March 28, 1922. 117 employes, 1 employer. Notice of reduction in wages. After investigation and finding no protest, jurisdiction was terminated.

Case No. 911. Boulder Brick Company vs. Employes, Boulder, April 8, 1922. 11 employes, 1 employer. Notice of reduction in wages. After investigation and finding no protest, jurisdiction was terminated.

Case No. 912. Stereotypers and Electrotypers Union No. 13 vs. Employers, Denver, April 11, 1922. 22 employes, 3 employers. This case involved the stereotypers and electrotypers on the Denver daily newspapers. Several conferences were held between the representatives of the employers and employes, and failing to reach satisfactory settlement, the Commission was requested by both parties to assume jurisdiction and hold a hearing. The Commission set the case for hearing and when all parties appeared, the Commission advised that they make another attempt at getting together before taking evidence. This time they were successful in coming to a satisfactory agreement, the employes receiving a slight reduction in wages.

Case No. 913. Cooks' Association vs. Employers, Denver, April 17, 1922. An agreement signed by employers and employes and dated to expire one year from this date was filed with Commission.

Case No. 914. Colorado Springs Street Railway Company vs. Employer, Colorado Springs. April 18, 1922. 165 employes, 1 employer. Verbal notice was given to the Commission that the employer had asked the employes to accept a reduction in wages. Representatives of the employes requested a conference with members of the Commission, and after said conference in which several questions were answered in regard to reductions, a mutual agreement was reached and the required reduction was accepted by the employes.

Case No. 915. Case Brothers Grocery Co. vs. Employes, Pueblo, April 20, 1922. 4 employes, 1 employer. Notice of a reduction in wages. After a conference with a member of the Commission, the employer decided to withdraw demands.

Case No. 916. San Juan County Mines vs. Employes, Silverton, April 20, 1922. 15 employes, 2 employers. Notice of reduction in wages. After investigating and finding no protest, jurisdiction was terminated.

Case No. 917. Hallack and Howard Lumber Co. vs. Employes, Denver, May 25, 1922. 12 employes, 1 employer. Notice of reduction in wages. After failing at conferences to reach an agreement, the Commission set case for hearing, made their findings, and an award granting a slight reduction to a portion of the employes was entered. Dissent by Commissioner Hilts.

Case No. 918. Electrical Contractors vs. Employes, Colorado Springs, May 29, 1922. Wage agreement entered into between employers and employes was submitted to the Commission.

Case No. 919. Blue River Placer Mining Co. vs. Employes, Breckenridge, June 9, 1922. Notice of a reduction in wages. Hearing no protest from employes, case was closed.

Case No. 920. Magnus Metal Co. vs. Employes, Denver, June 16, 1922. 6 employes, 1 employer. Notice of a reduction in wages. After several conferences and failing to reach an agreement, the Commission set case for hearing and made their findings and award granting a slight reduction.

Case No. 921. Swift & Co. vs. Employes, Denver, June 16, 1922. 300 employes, 1 employer. Notice of change in hours of employment. By investigation it was found that the employes, through their representative plan, decided to accept the change without protest.

Case No. 922. John Cortellini vs. Employes, Aspen, June 17, 1922. 11 employes, 1 employer. Notice of reduction in wages. Hearing no protest from the employes, case closed.

Case No. 923. Hallack and Howard Lumber Co. vs. Employes, Denver, June 20, 1922. Notice of change in hours and employment. Upon investigation it was found that the employes did not wish to enter any protest and were willing to accept the change in hours.

Case No. 924. Window Washers' Union vs. Employers, Denver, July 3, 1922. Notice of change in contract. Complaint was entered by representative of the union to the effect that this firm had changed conditions as to wages and were not complying with the Workmen's Compensation Act. Hearing was

held and it was found that the complaint as to wages was not justified, as no employees were reduced but that employer attempted to employ a former employee and a member of the union at a less wage. It was found, however, that the employer was not carrying compensation insurance, and the Attorney General was asked to enjoin said firm from continuing in business until the law was complied with. Jurisdiction was terminated.

Case No. 925. U. S. Radium Co. vs. Employees, Naturita, July 28, 1922. 5 employees, 1 employer. Notice of reduction in wages. Hearing no protest from the employees, jurisdiction was terminated.

Case No. 926. Theatrical Stage Employees vs. Employers, Denver, July 31, 1922. 50 employees, 7 employers. Notice of renewal and change of contract. Settlement was reached at a conference.

Case No. 927. Theatrical Stage Employees vs. Employers, Colorado Springs. 14 employees, 1 employer. Notice of renewal and change of contract. Settlement by mutual agreement.

Case No. 928. Theatrical Managers Association vs. Musical Protective Association, Denver, August 2, 1922. Notice of wage reduction. After several conferences, a satisfactory settlement was agreed upon.

Case No. 929. Bill Posters Union No. 59 vs. Employers, Denver, August 2, 1922. 20 employees, 14 employers. Notice of new contract. Satisfactory settlement was reached at a conference.

Case No. 930. Griffin Wheel Co. vs. Employees, Denver, August 18, 1922. 11 employees, 1 employer. Notice was received from the company of their intention to increase a few of their employees, which was satisfactory to those involved.

Case No. 931. Moving Picture Operators Union No. 230 vs. Employers, Denver, August 18, 1922. 20 employees, 11 employers. Notice of renewal of contract and a change in wages. By mutual agreement the contract was renewed which involved a slight decrease in wages.

Case No. 932. Colorado Fuel and Iron Co. vs. Employees, Southern Colorado field, August 31, 1922. 2,832 employees, 1 employer. Notice of wage increase which was followed by an agreement signed by the employees and submitted to the Commission. This decision to increase the wages of the coal miners by this company and almost all of the companies in this state was decided upon after the conference held in Cleveland between some of the large coal operators and the officials of the United Mine Workers of America, which was the basis for the settlement of the nation-wide coal strike. Although the coal mines in this state were working at approximately thirty per cent. reduction in wages and claimed to have sufficient coal miners at work, they were fearful of their miners going to other states on account of the larger scale. Hence the decision for entering into an agreement for the increase, putting the coal miners' wages back to the peak wage or a wage far in advance of the wage during the war. There being no dispute between the operators and the miners, the Commission terminated jurisdiction. Dis-sent by Commissioner Hiltz.

Case No. 933. Sunland Coal Co. vs. Employees, Louisville, August 31, 1922. 20 employees, 1 employer. See Case No. 932.

Case No. 934. Rugby Coal Co. vs. Employees, Walsenburg, August 31, 1922. See Case No. 932.

Case No. 935. Sunnyside Coal Co. vs. Employees, Walsenburg, August 31, 1922. 60 employees, 1 employer. See Case No. 932.

Case No. 936. Colorado Fuel and Iron Co. vs. Employees, Pueblo, August 31, 1922. 5,256 employees, 1 employer. Notice of increase in wages. After the large steel companies of the East had voluntarily increased their employees, the Commission had made an investigation, an order and decision granting an increase was issued.

Case No. 937. Russell Coal Co. vs. Employees, Frederick, September 1, 1922. 55 employees, 1 employer. See Case No. 932.

Case No. 938. Leyden Coal Co. vs. Employees, Leyden, September 1, 1922. 141 employees, 1 employer. See Case No. 932.

Case No. 939. Victor American Fuel Co. vs. Employees, Hastings, Radiant, Cass, Chandler and Delagua Mines, September 1, 1922. 1,195 employees, 1 employer. See Case No. 932.

Case No. 940. Big Four Coal and Coke Co. vs. Employees, Louisville, September 1, 1922. 23 employees, 1 employer. See Case No. 932.

Case No. 941. Boulder Valley Coal Co. vs. Employees, Erie, September 1, 1922. 88 employees, 1 employer. See Case No. 932.

Case No. 942. Consolidated Coal and Coke Co. vs. Employees, Baum Mine, September 1, 1922. 56 employees, 1 employer. See Case No. 932.

Case No. 943. Moffat Coal Co. vs. Employees, Routt County, September 1, 1922. See Case No. 932.

Case No. 944. Ross Coal Co. vs. Employees, Crested Butte, September 1, 1922. 28 employees, 1 employer. See Case No. 932.

Case No. 945. Crested Butte Coal Co. vs. Employees, Crested Butte, September 1, 1922. 31 employees, 1 employer. See Case No. 932.

Case No. 946. Leader Mine vs. Employes, Rouse, September 2, 1922. 16 employees, 1 employer. See Case No. 932.

Case No. 947. Aztec Coal Co. vs. Employes, Toltec, September 2, 1922. 55 employees, 1 employer. See Case No. 932.

Case No. 948. Gordon Coal Co. vs. Employes, Walsenburg, September 2, 1922. 53 employees, 1 employer. See Case No. 932.

Case No. 949. Brennan Coal Co. vs. Employes, Walsenburg, September 2, 1922. 40 employees, 1 employer. See Case No. 932.

Case No. 950. Hayden Bros. Coal Co. vs. Employes, Oak Creek, September 2, 1922. 63 employees, 1 employer. See Case No. 932.

Case No. 951. Palisade Coal Co. vs. Employes, Palisade, September 5, 1922. See Case No. 932.

Case No. 952. Rapson Coal Co. vs. Employes, Huerfano County, September 5, 1922. See Case No. 932.

Case No. 953. Royal Fuel Co. vs. Employes, Aguilar, September 5, 1922. 139 employees, 1 employer. See Case No. 932.

Case No. 954. Union Coal and Coke Co. vs. Employes, September 5, 1922. 86 employees, 1 employer. See Case No. 932.

Case No. 955. Shamrock Coal Co. vs. Employes, Weld Co., September 5, 1922. 24 employees, 1 employer. See Case No. 932.

Case No. 956. Dick Coal Co. vs. Employes, Walsenburg, September 5, 1922. 32 employees, 1 employer. See Case No. 932.

Case No. 957. Oakdale Coal Co. vs. Employes, Oakview, September 5, 1922. 146 employees, 1 employer. See Case No. 932.

Case No. 958. National Fuel Co. vs. Employes, Northern Colorado Fields, September 5, 1922. 354 employees, 1 employer. See Case No. 932.

Case No. 959. Mutual Coal Co. vs. Employes, Huerfano County. 132 employees, 1 employer. See Case No. 932.

Case No. 960. Huerfano Coal Co. vs. Employes, Ludlow, September 5, 1922. 111 employees, 1 employer. See Case No. 932.

Case No. 961. Vesta Coal Co. vs. Employes, Huerfano County, September 6, 1922. 39 employees, 1 employer. See Case No. 932.

Case No. 962. Canon Reliance Coal Co. vs. Employes, Canon City, September 6, 1922. 122 employees, 1 employer. See Case No. 932.

Case No. 963. Calumet Fuel Co. vs. Employes, Walsenburg, September 6, 1922. 122 employees, 1 employer. See Case No. 932.

Case No. 964. Jewel Coal Co. vs. Employes, Walsenburg, September 6, 1922. See Case No. 932.

Case No. 965. McLean Coal Co. vs. Employes, Florence, September 6, 1922. Letter was received from this company by the Commission that up to that date that they had only been working the men who were directly interested in the partnership and wished to put on some men at the higher scale. As this was new employment and no change in conditions, the Commission had no jurisdiction and the company was at liberty to hire new employes at any scale they wished to pay.

Case No. 966. Griffith Coal Co. vs. Employes, Canon City, September 7, 1922. 11 employees, 1 employer. See Case No. 932.

Case No. 967. Utah Fuel Co. vs. Employes, Somerset, September 7, 1922. 185 employees, 1 employer. See Case No. 932.

Case No. 968. MacCormac Coal Co. vs. Employes, Gorham, September 7, 1922. 7 employees, 1 employer. See Case No. 932.

Case No. 969. Colorado and Utah Coal Co. vs. Employes, Mt. Harris, September 7, 1922. 151 employees, 1 employer. See Case No. 932.

Case No. 970. Garfield Coal Co. vs. Employes, Palisade, September 7, 1922. 24 employees, 1 employer. See Case No. 932.

Case No. 971. Perins Mine vs. Employes, Perins, September 8, 1922. See Case No. 932.

Case No. 972. Rocky Mountain Fuel Co. vs. Employes, Denver, September 8, 1922. Agreements were received from all the company's mines in the State. 765 employees, 1 employer. See Case No. 932.

Case No. 973. Santa Fe Coal Co. vs. Employes, Starkville, September 9, 1922. 91 employees, 1 employer. See Case No. 932.

Case No. 974. Temple Fuel Co. vs. Employes, Trinidad, September 9, 1922. 87 employees, 1 employer. See Case No. 932.

Case No. 975. Crown Fuel Co. vs. Employes, Denver, September 9, 1922. 49 employees, 1 employer. See Case No. 932.

Case No. 976. Fox Coal Co. vs. Employes, Denver, September 9, 1922. 74 employees, 1 employer. See Case No. 932.

Case No. 977. Grand Junction Mining & Fuel Co. vs. Employes, Grand Junction, September 9, 1922. 151 employees, 1 employer. See Case No. 932.

Case No. 978. McNeill Coal Co. vs. Employes, Routt County, September 9, 1922. 57 employees, 1 employer. See Case No. 932.

Case No. 979. International Fuel Co. vs. Employes, Denver, September 11, 1922. 45 employes, 1 employer. See Case No. 932.

Case No. 980. Juanita Coal Co. vs. Employes, Bowie, September 11, 1922. 60 employes, 1 employer. See Case No. 932.

Case No. 981. Mountain View Coal Co. vs. Employes, Coal Creek, September 11, 1922. See Case No. 932.

Case No. 982. Cedar Hill Coal & Coke Co. vs. Employes, Denver, September 11, 1922. 35 employes, 1 employer. See Case No. 932.

Case No. 983. Oreccio Coal Co. vs. Employes, Florence, September 11, 1922. 9 employes, 1 employer. See Case No. 932.

Case No. 984. American Smelting & Refining Co. vs. Employes, Denver, September 11, 1922. 254 employes, 1 employer. This includes Cokedale and Boncarbo Mines. See Case No. 932.

Case No. 985. Empire Coal Company vs. Employes, Aguilar, September 12, 1922. 52 employes, 1 employer. See Case No. 932.

Case No. 986. Book Cliff Coal Co. vs. Employes, Grand Junction, September 13, 1922. 15 employes, 1 employer. See Case No. 932.

Case No. 987. Bear River Coal Co. vs. Employes, Bear River, September 13, 1922. 34 employes, 1 employer. See Case No. 932.

Case No. 988. Ohio Creek Coal Co. vs. Employes, Gunnison, September 13, 1922. Notice of increase in wages. After 30 days, there being no protest, jurisdiction was terminated.

Case No. 989. Boulder Black Diamond Coal Co. vs. Employes, Boulder, September 13, 1922. Notice of increase in wages. After 30 days, there being no protest, jurisdiction was terminated.

Case No. 990. Hezron Coal Mines vs. Employes, Hezron, September 13, 1922. 17 employes, 1 employer. See Case No. 932.

Case No. 991. Wyoming-Utah Coal Co. vs. Employes, Routt County, September 14, 1922. 31 employes, 1 employer. See Case No. 932.

Case No. 992. Gilson Asphaltum Co. vs. Employes, Carbonero, September 14, 1922. Notice of increase in wages. After 30 days, there being no protest, jurisdiction was terminated.

Case No. 993. McNally and Thompson Coal Co. vs. Employes, Maitland, September 15, 1922. 23 employes, 1 employer. See Case No. 932.

Case No. 994. Blackhawk Coal Co. vs. Employes, Denver, September 21, 1922. 27 employes, 1 employer. See Case No. 932.

Case No. 995. Telluride Metal Mines. vs. Employes, Telluride District. Agreement entered into between the employers and employes of the mines in this district was submitted to the Commission for an increase in wages. Same being satisfactory, the Commission terminated jurisdiction.

Case No. 996. Cresson Cons. Gold Mining Co. vs. Employes, Cripple Creek, September 29, 1922. Notice of an increase in wages. After 30 days, there being no protest, case was closed.

Case No. 997. Keystone Mining Co. vs. Employes, Colorado Springs, October 9, 1922. Notice was received of the company's intention to increase the wage to conform with the wages paid in other coal mines throughout the State. After 30 days, and hearing no protest, the case was closed.

Case No. 998. Pike's Peak Cons. Fuel Co. vs. Employes, Colorado Springs, October 9, 1922. See Case No. 997.

Case No. 999. Cooks and Waiters Union No. 43 vs. Employers, Pueblo, October 10, 1922. Notice of new contract. Upon investigation, it was found that there were only two restaurants involved, and that one had signed with the union and that the other was expected to within a short time. The Commission was assured by those involved that everything would be settled satisfactorily.

Case No. 1000. Colorado Packing and Provision Co. vs. Employes, Denver, October 6, 1922. Notice of change in hours. Upon investigation it was found that the employer and employes had agreed to change the day's work as to hours, and wages were adjusted to correspond.

Case No. 1001. Sunnyside Mining and Milling Co. vs. Employes, Eureka, October 19, 1922. Notice of increase in wages. The company posted a notice of an increase in wages to go into effect October 16, and mailed a copy to the Commission on the same date. There being no protest during the thirty days following, the case was closed.

Case No. 1002. Belmont Wagner Mining Co. vs. Employes, Telluride, October 7, 1922. Notice of increase in wages. The company posted a notice of an increase in wages and mailed copy of same to the Commission. After thirty days, and hearing no protest, case was closed.

Case No. 1003. Ibex Mining Co. vs. Employes, Leadville. Notice of increase in wages. The employes demanded an increase of approximately 50 cents a day. The Commission was notified later that an increase was granted which was satisfactory.

Case No. 1004. Meat Cutters and Butcher Workmen's Union vs. Employers, Denver, October 13, 1922. Notice of termination of contract. Upon in-

vestigation it was found that many employes had signed the new contract, and the representative for the employes expected to settle with the balance satisfactorily within a few days. This case is not disposed of.

Case No. 1005. American Smelting & Refining Co. vs. Employes, Durango, October 16, 1922. This company decided to increase their employes 25 cents a day, and after doing same, informed the Commission over the telephone. They were advised to write the Commission the particulars. After the thirty day period, and receiving no protest, the case was closed.

Case No. 1006. Bear Canon Coal Co. vs. Employes, Trinidad, October 6, 1922. 66 employes, 1 employer. See Case No. 932.

Case No. 1007. Smuggler Leasing Co. vs. Employes, Aspen, October 26, 1922. Before the Commission had had an opportunity to make an investigation, 12 of the employes went out on strike and the management complained to the Commission. By investigation it was found that the employes, on account of a misunderstanding went out on strike, but were going back until the Commission had had an opportunity to reach a decision. It was also found that the employes and the employer were willing to settle their case on the same basis as the Leadville case, which was pending. This case is not disposed of.

Case No. 1008. Bell Brokerage Co. vs. Employes, Eureka Mine, Puritan, October 2, 1922. 14 employes, 1 employer. This company had just opened this mine and sent in an agreement signed by the employes to pay the wages that were being paid in other mines in the Northern coal fields. At the end of thirty days, the Commission terminated jurisdiction.

Case No. 1009. Ibex Mining Co. vs. Employes, Leadville, November 3, 1922. 25 employes, 1 employer. Notice of increase in wages. The Commission received a communication signed by the employes demanding a 50 cent a day increase in wages. Later the company notified the Commission that the demands were granted and same was approved by the Commission.

Case No. 1010. Juanita Coal and Coke Co. vs. Employes, Bowie, November 8, 1922. The Commission was notified that the men ceased work of their own accord without notice of any kind. The Commission made an investigation and found that an employe had been discharged and all employes refused to work until this man was reinstated. The company refused to re-employ the man, and told the employes that when they got ready to come back to work they would come back as new employes. The following morning after the conference approximately two-thirds of the men involved applied for work and were reinstated. The balance received their pay.

Case No. 1011. Typographical Union No. 175 vs. Employers, Pueblo, November 29, 1922. 30 employes, 2 employers. Notice of expiration of contract. This case was not disposed of.

CHANGES IN THE COST OF LIVING DENVER, COLORADO

Detailed information covering the original investigation as to the minimum or comfort level budget necessary for the theoretical family of five, consisting of the so-called "wage earner," the mother and three children of school age, has been given in former reports of this Commission.

The index level as given in this report has been maintained by totaling the current prices of the individual items composing the budget, the retail prices of which have been gathered from the same source at weekly or monthly intervals. The charts and tables have been continued to include December, 1922, comparing prices of that date with those of January, 1914, and with the data given it is possible to make comparisons of changes between any given dates.

Table I, "Comparative Yearly Totals," is more readily interpreted by graphic chart "A", which shows the rise and fall of prices at semi-annual periods, while the curve as shown in graphic chart "B" pictures more readily to the eye the changes in cost of the family budget, and the trend in the cost of the food budget than do the index numbers given in Table II.

It will be noted, that from the beginning of the studies in 1914 there was, with an occasional exception, a steady increase in prices until June-July, 1920, when the so-called "peak" was reached. Reductions in the prices of food commodities and clothing had a tendency to decrease the total cost of living gradually until June, 1921, since which date the index level has, with slight upward or downward fluctuations, remained practically the same.

The gigantic building program which Denver is experiencing has merely had a tendency to make rent charges stationary and no reductions are to be expected for some time to come, as Denver is enjoying a rapid growth in population.

Clothing prices have traveled upward during the past year as a result of curtailed production of wool and cotton in the United States.

Coal prices have remained practically the same during the twelve months covered by 1922, due possibly to the close proximity of our city to the producing mines of Colorado.

Comparing prices of December, 1922, with those of a year ago, as measured by changes in the index numbers, an increase of only .6 per cent is shown for the year.

TABLE I—COMPARATIVE YEARLY TOTALS

Month	1914	1915	1916	1917	1918	1919	1920	1921	1922
Jan.	\$747.35	\$744.28	\$790.99	\$871.79	\$977.22	\$1045.88	\$1172.63	\$1223.25	\$1147.64
Feb.	736.85	744.49	797.44	906.17	1011.12	1035.81	1170.29	1209.32	1130.99
March	731.18	733.15	800.76	908.51	986.52	1034.51	1184.74	1186.58	1124.44
April	722.03	719.95	805.86	910.22	976.59	1041.58	1240.51	1175.10	1152.89
May	726.13	725.72	805.29	957.28	966.87	1058.95	1279.41	1161.58	1151.23
June	736.22	747.25	795.04	971.16	980.98	1066.02	1290.78	1156.43	1150.29
July	741.68	759.99	809.97	957.43	1005.98	1118.44	1290.78	1169.38	1168.58
Aug.	745.74	770.49	819.79	967.30	1016.55	1131.41	1273.00	1180.51	1155.01
Sept.	750.73	770.35	808.81	958.46	1018.10	1139.69	1274.91	1176.10	1141.85
Oct.	750.47	770.54	842.57	976.10	1042.32	1158.14	1267.35	1157.90	1152.89
Nov.	739.91	789.84	857.34	985.62	1032.59	1148.29	1256.56	1176.08	1162.88
Dec.	744.80	791.72	866.28	965.72	1035.04	1182.09	1240.94	1169.06	1173.38

TABLE II. COMPARATIVE YEARLY TOTALS—INCLUDING ITEMS.

I	II	III	IV	V	VI	VII	VIII	IX
Date	Housing	Carfare	Food	Clothing	Fuel and Light	Health	Insurance	Sundries
January	\$108.00	\$30.30	\$368.42	\$104.20	\$33.55	\$20.00	\$22.88	\$60.00
February	108.00	30.30	357.92	104.20	33.55	20.00	22.88	60.00
March	108.00	30.30	352.25	104.20	33.55	20.00	22.88	60.00
April	108.00	30.30	343.12	104.20	33.55	20.00	22.88	60.00
May	108.00	30.30	347.70	104.20	33.55	20.00	22.88	60.00
June	108.00	30.30	357.29	104.20	33.55	20.00	22.88	60.00
July	108.00	30.30	362.75	104.20	33.55	20.00	22.88	60.00
August	108.00	30.30	366.81	104.20	33.55	20.00	22.88	60.00
September	108.00	30.30	371.80	104.20	33.55	20.00	22.88	60.00
October	108.00	30.30	371.54	104.20	33.55	20.00	22.88	60.00
November	108.00	30.30	360.98	104.20	33.55	20.00	22.88	60.00
December	108.00	30.30	365.87	104.20	33.55	20.00	22.88	60.00
January	\$108.00	\$30.30	\$365.35	\$104.20	\$33.55	\$20.00	\$22.88	\$60.00
February	108.00	30.30	365.56	104.20	33.55	20.00	22.88	60.00
March	108.00	30.30	354.22	104.20	33.55	20.00	22.88	60.00
April	108.00	30.30	341.02	104.20	33.55	20.00	22.88	60.00
May	108.00	30.30	346.79	104.20	33.55	20.00	22.88	60.00
June	108.00	30.30	368.32	104.20	33.55	20.00	22.88	60.00
July	108.00	30.30	381.06	104.20	33.55	20.00	22.88	60.00
August	108.00	30.30	391.56	104.20	33.55	20.00	22.88	60.00
September	108.00	30.30	391.42	104.20	33.55	20.00	22.88	60.00
October	108.00	30.30	391.61	104.20	33.55	20.00	22.88	60.00
November	108.00	30.30	399.46	115.65	33.55	20.00	22.88	60.00
December	108.00	30.30	401.34					
January	\$108.00	\$30.30	\$400.61	\$115.65	\$33.55	\$20.00	\$22.88	\$60.00
February	108.00	30.30	407.06	115.65	33.55	20.00	22.88	60.00
March	108.00	30.30	410.38	115.65	33.55	20.00	22.88	60.00
April	108.00	30.30	415.48	115.65	33.55	20.00	22.88	60.00
May	108.00	30.30	414.91	115.65	33.55	20.00	22.88	60.00
June	108.00	30.30	404.66	115.65	33.55	20.00	22.88	60.00
July	108.00	30.30	419.59	115.65	33.55	20.00	22.88	60.00
August	108.00	30.30	425.20	115.65	37.75	20.00	22.88	60.00
September	108.00	30.30	414.23	115.65	37.75	20.00	22.88	60.00
October	108.00	30.30	436.54	127.10	37.75	20.00	22.88	60.00
November	108.00	30.30	451.31	127.10	37.75	20.00	22.88	60.00
December	108.00	30.30	460.25	127.10	37.75			

X
Index No.,
Using
Jan. 1,¹⁴
as 100

TABLE II. COMPARATIVE YEARLY TOTALS—INCLUDING ITEMS—Continued.

Date	I	II	III	IV	V	VI	VII	VIII	IX	X
	Housing	Carfare	Food	Clothing	Fuel and Light	Health	Insurance	Sundries	Yearly Totals	Index No., Using Jan. 1, 14 as 100
January	\$108.00	\$30.30	\$465.76	\$127.10	\$37.75	\$20.00	\$22.88	\$60.00	\$871.79	116.6
February	108.00	30.30	500.14	127.10	37.75	20.00	22.88	60.00	906.17	121.2
March	108.00	30.30	502.48	127.10	37.75	20.00	22.88	60.00	908.51	121.5
April	108.00	30.30	504.19	127.10	37.75	20.00	22.88	60.00	910.22	121.7
May	108.00	30.30	551.25	127.10	37.75	20.00	22.88	60.00	957.28	128.1
June	108.00	30.30	561.03	127.10	41.85	20.00	22.88	60.00	971.16	129.9
July	108.00	30.30	547.30	127.10	41.85	20.00	22.88	60.00	957.43	128.1
August	108.00	30.30	550.47	127.10	41.85	20.00	22.88	66.70	967.30	129.4
September	108.00	30.30	551.63	127.10	41.85	20.00	22.88	66.70	958.46	128.2
October	108.00	30.30	539.34	147.03	41.85	20.00	22.88	66.70	976.10	130.6
November	108.00	30.30	548.86	147.03	41.85	20.00	22.88	66.70	985.62	131.8
December	108.00	30.30	526.86	147.03	43.95	20.00	22.88	66.70	965.72	129.2
January	\$108.00	\$30.30	\$538.36	\$147.03	\$43.95	\$20.00	\$22.88	\$66.70	\$977.22	130.7
February	108.00	30.30	572.26	147.03	43.95	20.00	22.88	66.70	1,011.12	135.3
March	108.00	30.30	547.66	147.03	43.95	20.00	22.88	66.70	986.52	132.0
April	108.00	30.30	537.73	147.03	43.95	20.00	22.88	66.70	976.59	130.6
May	113.40	30.30	513.86	154.38	45.35	20.00	22.88	66.70	966.87	129.3
June	119.07	30.30	518.44	158.24	45.35	20.00	22.88	66.70	980.98	131.2
July	120.19	30.30	526.86	158.24	48.50	20.00	22.88	70.00	1,005.97	134.6
August	129.19	30.30	533.57	162.11	48.50	20.00	22.88	70.00	1,016.55	136.0
September	129.19	30.30	531.18	166.05	48.50	20.00	22.88	70.00	1,018.10	136.2
October	129.19	36.36	548.34	166.05	48.50	20.00	22.88	71.00	1,042.32	139.5
November	129.19	36.36	538.61	166.05	48.50	20.00	22.88	71.00	1,032.59	138.1
December	129.19	36.36	541.06	166.05	48.50	20.00	22.88	71.00	1,035.04	138.5
January	\$129.19	\$42.42	\$545.84	\$166.05	\$48.50	\$20.00	\$22.88	\$71.00	\$1,045.88	139.9
February	119.12	36.36	532.16	185.79	48.50	20.00	22.88	71.00	1,035.81	138.6
March	114.12	36.36	535.86	185.79	48.50	20.00	22.88	71.00	1,034.51	138.4
April	114.12	36.36	542.93	185.79	48.50	20.00	22.88	71.00	1,041.58	139.3
May	114.12	36.36	560.30	185.79	48.50	20.00	22.88	71.00	1,058.95	141.7
June	114.12	36.36	567.37	185.79	48.50	20.00	22.88	71.00	1,066.02	142.6
July	120.60	36.36	558.17	241.53	48.50	20.00	22.88	71.00	1,118.44	149.6
August	120.60	36.36	570.54	241.53	48.50	20.00	22.88	71.00	1,131.41	151.4
September	129.19	36.36	558.16	253.60	48.50	20.00	22.88	71.00	1,129.69	152.4
October	132.66	36.36	573.14	253.60	48.50	20.00	22.88	71.00	1,158.14	154.9
November	132.66	30.30	569.35	253.60	48.50	20.00	22.88	71.00	1,148.29	153.6
December	140.40	36.36	582.40	253.60	51.45	20.00	22.88	75.00	1,182.09	158.2

January	\$36.36	\$140.40	\$20.00	\$75.00	\$22.88	\$1,172.63
February	36.36	140.40	20.00	75.00	22.88	156.9
March	36.36	140.40	20.00	75.00	22.88	156.6
April	36.36	152.68	20.00	75.00	22.88	158.5
May	36.36	156.00	20.00	75.00	22.88	165.9
June	36.36	156.00	20.00	75.00	22.88	171.1
July	36.36	156.00	20.00	75.00	22.88	172.7
August	36.36	161.80	20.00	75.00	22.88	172.7
September	36.36	161.80	20.00	75.00	22.88	170.3
October	36.36	161.80	20.00	75.00	22.88	170.6
November	36.36	161.80	20.00	75.00	22.88	169.5
December	36.36	161.80	20.00	75.00	22.88	166.0
January	\$36.36	\$161.80	\$276.25	\$69.30	\$22.88	\$1,223.25
February	36.36	161.80	276.25	69.30	22.88	163.6
March	36.36	165.00	276.25	64.05	22.88	161.8
April	45.45	165.00	501.07	64.05	22.88	158.8
May	45.45	165.00	487.50	64.05	22.88	157.2
June	45.45	165.00	482.35	276.25	59.50	155.4
July	45.45	165.00	495.30	276.25	59.50	154.7
August	45.45	165.00	506.43	276.25	59.50	154.4
September	45.45	170.00	498.42	276.25	58.10	158.0
October	45.45	170.00	496.70	259.77	58.10	157.4
November	45.45	173.40	507.83	259.77	61.75	157.4
December	45.45	173.40	500.81	259.77	61.75	156.4
January	\$173.40	\$45.45	\$479.39	\$259.77	\$61.75	\$80.00
February	173.40	45.45	466.39	259.77	58.10	80.00
March	173.40	45.45	459.84	259.77	58.10	80.00
April	173.40	45.45	470.96	277.10	58.10	80.00
May	173.40	45.45	469.30	277.10	58.10	80.00
June	173.40	45.45	468.36	277.10	58.10	80.00
July	173.40	45.45	489.53	277.10	55.30	80.00
August	173.40	45.45	475.18	277.10	56.00	80.00
September	173.40	45.45	462.02	277.10	56.00	80.00
October	173.40	45.45	469.56	277.10	59.50	80.00
November	173.40	45.45	480.95	277.10	58.10	80.00
December	173.40	45.45	482.35	286.20	58.10	80.00

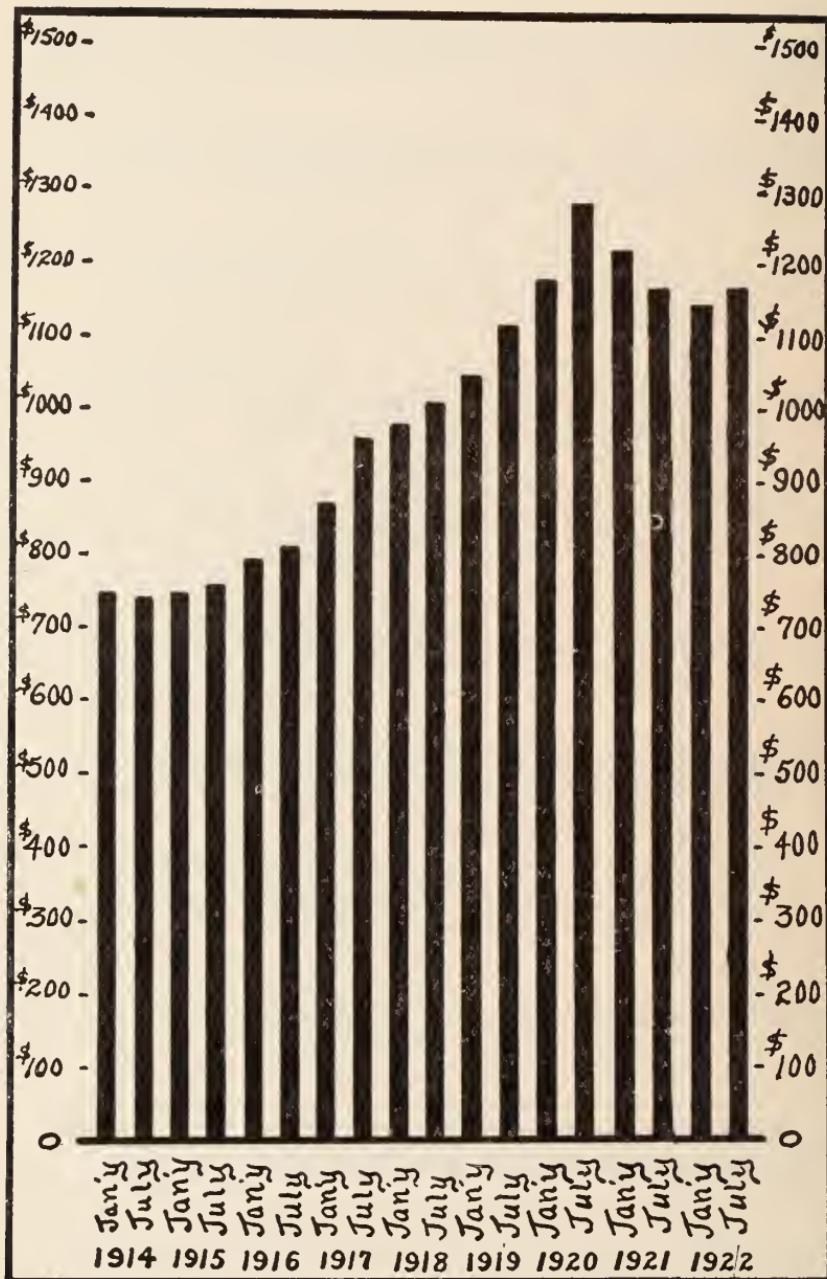
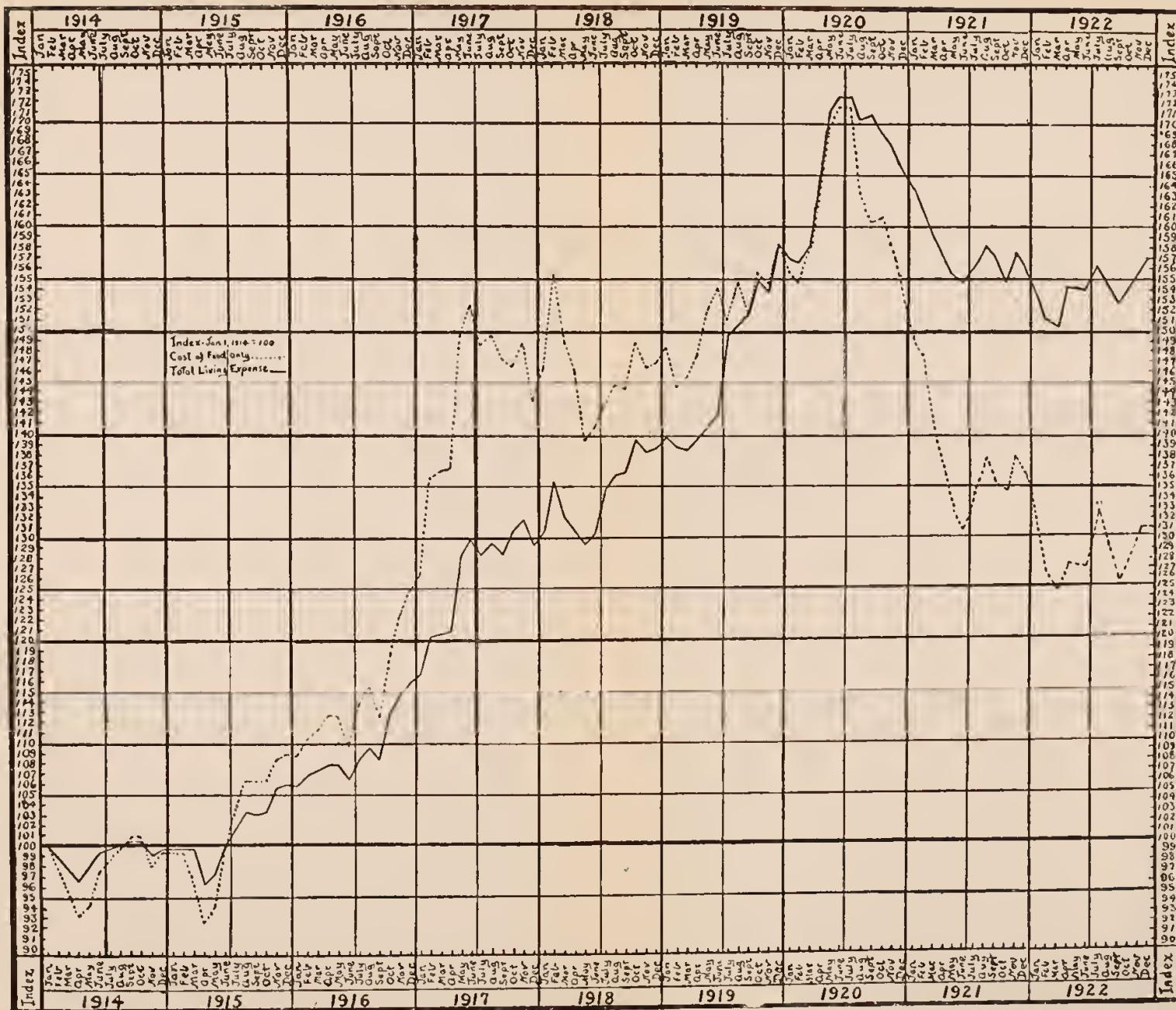


CHART "A"—COMPARATIVE YEARLY TOTALS,
CHANGES IN COST OF LIVING, DENVER, COLO.

CHART "B"—COMPARATIVE YEARLY TOTALS BY INDEX NUMBER



MINIMUM WAGE LAW FOR WOMEN AND MINORS

Colorado has what is generally termed a "Minimum Wage Law." This law, up to the present time, has been practically a dead letter by reason of the fact that no appropriation has been made for carrying out its provisions, except that provision is made for the payment of the salary of a secretary. Without the proper appropriation to carry on the work contemplated by the Act, it is impossible to make the law effective, and this Commission has been criticised for a situation which it could neither remedy nor prevent. The Commission has not had a sufficient appropriation to properly carry on its work under the Compensation Law and the Industrial Relations Law, and has not been able to divert any of the appropriation for such purposes to the Minimum Wage Department. The Commission has recommended to the Legislature the providing of a sufficient appropriation to make the Minimum Wage Law effective.



